

NGĀTI AWA

*and*

HER MAJESTY THE QUEEN

in right of New Zealand

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SECOND DEED TO AMEND DEED  
OF SETTLEMENT TO SETTLE  
NGĀTI AWA HISTORICAL  
CLAIMS

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THIS DEED is made on 15 March 2005

**BETWEEN**

- (1) **NGĀTI AWA**
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

**BACKGROUND**

- A The Crown and Ngāti Awa are parties to a Deed of Settlement dated 27 March 2003.
- B Under a Supplementary Deed also dated 27 March 2003 references to the “date of this Deed” in the Deed of Settlement are generally taken to be references to the “Effective Date” as defined in the Supplementary Deed.
- C Under a Deed to Amend dated 30 July 2004 the parties agreed to vary the Deed of Settlement to provide for the Ngāti Awa Governance Entity to be established by a Private Act of Parliament and to amend some of the conditional periods as appropriate.
- D The parties have agreed to further variations to the Deed of Settlement, as set out in this deed.

**BY THIS DEED** the parties agree as follows:

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Terms defined in this Deed**

In this Deed, unless the context requires otherwise:

*Deed of Settlement* means the Deed of Settlement described in Background A above;

*First Deed to Amend* means the Deed to Amend described in Background C above; and

*Supplementary Deed* means the Supplementary Deed described in Background B above.

## **1.2 Definitions and interpretation from Deed of Settlement**

Unless the context requires otherwise:

- (a) the terms defined in the Deed of Settlement, the Supplementary Deed and the First Deed to Amend have the same meaning in this Second Deed to Amend; and
- (b) the rules of interpretation set out in the Deed of Settlement apply to the interpretation of this Second Deed to Amend.

## **2 AMENDMENT TO THE DEED OF SETTLEMENT**

### **2.1 Deed of Settlement amended as set out in First Schedule**

The clause, paragraph, Attachment or Schedule of the Deed of Settlement referred to in column 1 and/or column 3 of the First Schedule is amended as set out in column 3 of the First Schedule.

### **2.2 Attachment 8.1 of Deed of Settlement amended as set out in Second Schedule**

Attachment 8.1 of the Deed of Settlement is deleted and replaced with the new Attachment 8.1 set out in the Second Schedule, except that any text in that Attachment which is struck out (indicating the original text of Attachment 8.1) will be disregarded.

### **2.3 Internal clause references**

A reference in the Deed of Settlement to any clause or paragraph of the Deed of Settlement that has been renumbered in accordance with any amendment under clause 2.1, will be treated as being to that clause or paragraph as renumbered.

### **2.4 Other columns of no legal effect**

The parties acknowledge and agree that column 2 and column 4 of the First Schedule are of no legal effect and will not affect the interpretation of this Deed or the settlement legislation that implements the Deed of Settlement, and are included solely to:

- (a) in the case of column 2, identify the corresponding clause (if any) of the Ngāti Awa Claims Settlement Bill at the time this deed was entered into;
- (b) in the case of column 4, record the basis for the relevant amendment.

### **2.5 Previous amendments to Deed of Settlement**

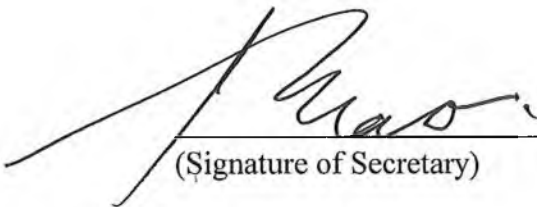
The parties acknowledge that the Deed of Settlement has previously been amended in accordance with:

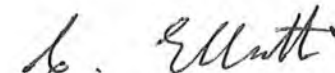
- (a) the letter dated 14 March 2005 signed by the Office of Treaty Settlements (for the Crown) and counter-signed by Ngāti Awa, including the four Attachments to that letter, a copy of which is attached as the Third Schedule;
- (b) the Supplementary Deed, a copy of which is attached as the Fourth Schedule;
- (c) the First Deed to Amend, a copy of which is attached as the Fifth Schedule.

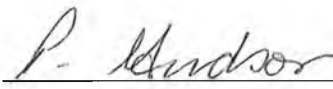
**EXECUTED** as a Deed on

**SIGNED** by **TE RUNANGA O NGĀTI AWA** by affixing its common seal in the presence of:

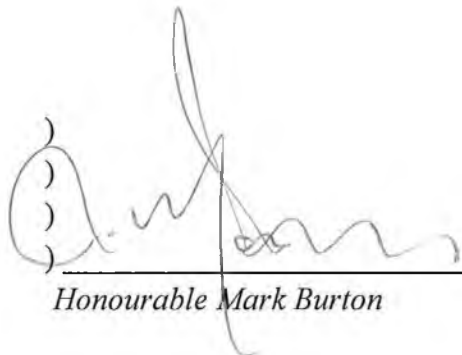


  
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 (Signature of Secretary)

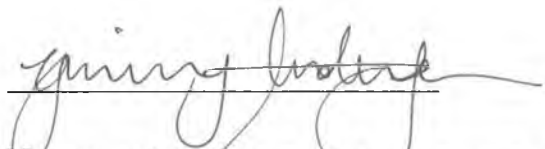
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 (Signature of Board Member)

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in Right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations

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 \_\_\_\_\_  
 Honourable Mark Burton

*In the presence of:*

  
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 Name: VIRGINIA ANDERSEN

Occupation: PRIVATE SECRETARY

Address: WELLINGTON

FIRST SCHEDULE

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed   | Explanation of amendment  |
|---|----------------|---|---|
| 4.4.2   | 31(5)          | <p>Add paragraph (f) as follows:</p> <p>"If the parties agree to terminate the protected private land agreement referred to in <i>clause 4.4.4</i>, the Registrar-General of Land must, on receipt of notification to that effect from the Minister of Conservation, remove the notation required by <i>clause 4.4.2(e)</i> from the computer register that relates to the land."</p>   | <p>The Protected Private Land Agreement has a provision for the agreement to be terminated by mutual agreement. In the absence of this provision the notation would remain on the register, as the Registrar-General needs a specific direction to remove it.</p> |
| 4.12.2 and 4.12.3                                     | 38(2)          | <p>Delete the words 'any person authorised by the Chief Executive of Land Information New Zealand' and amend to 'an appropriate person'.</p>  | <p>This streamlines the vesting process and places responsibility on those named in the definition of appropriate person in new clause 4.12.4 to undertake actions.</p>   |
| 4.12.4  | 38(7)          | <p>Add new clause 4.12.4 as follows:</p> <p><b>"Definition</b><br/>           In this <i>clause 4.12</i>, <b>appropriate person</b> means a person who is authorised to make an application under clause 4.12.2 or 4.12.3 by:</p> <p>(a) the Director-General of Conservation, for the sites described in <i>clauses 4.2 to 4.7</i> and <i>clause 8.5</i>; and</p> <p>(b) the Secretary to the Treasury, for the site described in <i>clause 4.8</i>.</p> | <p>Identifies the land holding agency prior to settlement date, who is therefore responsible for actions described under this clause 4.12.</p>  |
| 5.2.4(a) and  | 42             | <p>Delete paragraphs (a) and (c), and renumber paragraph</p>  | <p>Reflects changes to the Resource Management Amendment Act 2003</p>   |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed  | Explanation of amendment   |
|---|----------------|--|--|
| (c)   |                | (b) accordingly.   | and the amendments made to accommodate these changes (see below).  |
| 5.2.4(b)  | 42             | Amend the words 'sections 94(1)(c)(ii) and 94(3)(c)' to 'sections 93 to 94C'   | Reflects changes to the Resource Management Amendment Act 2003.  |
| 5.4.1   | 71             | Add the words 'section 2(1) of' before the words 'the Reserves Act 1977' in the definition of Commissioner.  | Specifically links the definition in the Deed to the definition in the Reserves Act 1977.  |
| 5.6.1   | 88             | Add the words 'or the Commissioner of Crown Lands, as the case may be' after the words 'Entitlement Land' in the definition of 'Land Holding Agent'.   | Reflects the fact that if the nohoanga site is over land administered by Land Information New Zealand then the Commissioner of Crown Lands is the relevant land holding agent.     |
| 5.18.3(a)(ii)   | 126(1)(b)      | Amend 'territorial authority' to 'local authority'.  | This reference is intended to cover city, district and regional councils. Territorial authority properly refers to city or district councils (as distinct from regional councils). |
| 5.18.3<br>New clause 5.18.3(c)                        | 126(2)         | Add new clause 5.18.3(c) as follows:<br><br>"Despite sections 3A(1), 3A(7) and 3A(7A) of the Airport Authorities Act 1966, neither the Crown nor a local authority may transfer the Whakatane Airport Land to an airport company." | This is an additional safeguard, given the contingent and possibly long-term nature of this redress.   |
| 5.18.4  | 128            | Amend 'territorial authority' to 'local authority'.  | This reference is intended to cover city, district and regional councils. Territorial authority properly refers to city or district councils (as distinct from regional councils). |
| 5.18  |                | Renumber current clauses 5.18.6 and 5.18.7 to take account of new clause 5.18.6 below.   |  |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill          | Amendment to Deed   | Explanation of amendment  |
|---|-------------------------|---|---|
| <p>5.18</p> <p>New clause 5.18.6</p>                  | <p>129, 130 and 132</p> | <p>Add new clause 5.18.6 as follows:</p> <p><b>"Amendment or creation of computer register and application of other enactments</b></p> <p>The Settlement Legislation will provide for:</p> <p>(a) the responsibilities of the Registrar-General of Land in relation to the revocation of the reserve status of the Whakatāne Airport Land (or part of it) under <i>clause 5.18.2</i> and the registration of the Ngāti Awa Governance Entity as the proprietor of the fee simple estate in that land;</p> <p>(b) the amendment and/or creation of computer freehold registers for land vested in the Ngāti Awa Governance Entity under <i>clause 5.18.2</i>;</p> <p>(c) the application of other enactments to the vesting of the fee simple estate in the Whakatāne Airport land (or part of it) in the Ngāti Awa Governance Entity; and</p> <p>(d) such other provisions as are necessary or desirable to give effect to the redress in <i>clause 5.18</i>.</p> | <p>These provisions were not included in the Deed but are necessary to effect the transfer of the land.</p> |
| <p>Attachment</p>                                     | <p>59</p>               | <p>Replace all of the text in the "Land Description" column for</p>   | <p>As a result of the survey of the Whakapaukorero site the legal land</p>                                  |

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|---|----------------|---|--|
| 5.1   |                | Matata Scenic Reserve (including Whakapaukorero) with the words "The land shown by the bold lines on SO 61695, South Auckland Land District."   | description has altered, although the physical area and graphic depiction of Matata Scenic Reserve on SO 61695 is still correct.   |
| 8.1   | 141(4)         | Add a new definition as follows:<br><br><b>"Crown Forestry Rental Trust Deed or Trust Deed</b> means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34 of the Crown Forest Assets Act 1989". | Consistent with section 34(1) of the Ngai Tahu Claims Settlement Act.  |
| 8.3.4(a)  | 141(1)         | Amend both references to 'Crown Forestry Rental Trust' to 'Crown Forestry Rental Trust Deed'.<br><br>Add before the bracketed part of clause 8.3.4(a) the words "and will be the representative referred to in clause 11.5(c) of that deed".  | Reflects the new distinction between the rental trust and the deed that established that trust.<br><br>The amendment reflects the intention of the parties to the Deed that the Ngāti Awa governance entity is the representative body to which the licence fees will be paid. |
| 8.3.4(b)  | 141(1)         | Delete clause 8.3.4(b) and renumber subsequent paragraphs accordingly.  | This clause created a new mechanism for payment of licence fees. It is not required - clause 8.3.4(a) as amended (see above) provides the mechanism.   |
| 8.3.4(c)  | 141(3)         | Add the words 'on the settlement date' after the word 'final' at the end of clause 8.3.4(c)   | Specifies when the recommendation is deemed to have become final.  |
| 8.3.4   |                | Renumber current clauses 8.3.4(d)-(f) to provide for the new paragraph outlined below   |  |



| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed  | Explanation of amendment  |
|---|----------------|--|---|
| 8.3.4(d)  | 142(3)         | <p>Add a new paragraph (d) to read:</p> <p>"For the period from the Settlement Date until the completion by the Crown of the processes under clause 17.4 of the Crown Forestry Licence, the licence fee payable under the Crown Forestry Licence in respect of the Redress Licensed Land is the amount described in <i>clause 8.4.3(a)</i>."</p> | <p>This statutory provision will ensure that all payments that fall due at a time when the new licence has not been created will be paid on the appropriately apportioned basis. When the new licences are created payments will simply be made under the new licence.</p>  |
| 8.3.4(f)  | 142(2)         | <p>Delete the text of current clause 8.3.4(f) and replace it with "To the extent that the Crown has not completed the process described in clause 17.4 of the Crown Forestry Licences in relation to the Redress Licensed Land before the Settlement Date, it must continue the process after the Settlement Date until its completion."</p>     | <p>All that is necessary is to enable the Crown to continue the clause 17.4 process after the Settlement Date. There was no need to provide explicitly for clause 8.3.4(f)(i) or (ii) because, under the licence, the Crown is responsible for obligations of the Crown under clause 17.4, and the Termination Notice will specify who the prospective proprietors are.</p> |
| 8.3.11  |                | <p>Re-number clause 8.3.11 as 8.3.13 to cater for the following two amendments.</p>  |   |
| New 8.3.11  | 137(5)         | <p>Insert new clause 8.3.11 to read:</p> <p>"Provide that Lots 6 and 7 of DPS 35014, being together the land comprised in computer freehold register SA31B/299, may be disposed of individually and may be held again under separate computer freehold registers despite section 241(2) of the Resource Management Act 1991."</p>                | <p>Computer freehold register SA31B/299 comprises Lots 6 (in Rotoehu East) and Lot 7 (in Rotoehu West). Section 137(5) of the Bill provides for the title to be split so that there can be one register for Rotoehu East and one for Rotoehu West. See Attachment 8.2 clauses 2.2 and 3.2 for further amendments needed to achieve this result.</p>                         |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed  | Explanation of amendment   |
|---|----------------|--|--|
| New 8.3.12  | 137(4)         | <p>Insert new clause 8.3.12 to read:</p> <p>"Provide that the land comprised in computer freehold register 113081 is to be treated as no longer:</p> <p>(a) being held as a reserve for a school site; and</p> <p>(b) being subject to the Reserves Act 1977.</p>  | <p>These matters, currently in the Bill but not the Deed, provide for clear title to the Apanui Resource Centre.</p>   |
| 8.4.4   |                | <p>Replace the reference in clause 8.4.4(b) to "Lot 1 DPS 45013" with a reference to "Lot 1 DPS 45073".</p>  |  |
| 8.4.4   |                | <p>Re-number current clauses 8.4.4(e) to (g) to provide for the two new paragraphs (e) and (f) outlined below.</p>   |  |
| 8.4.4   |                | <p>Add a new paragraph (e) as follows:</p> <p>"(e) On registration of the transfer of the Redress Licensed Land described in <i>Attachment 8.2</i> as "Rotoehu East Licensed Land" the Crown shall grant to the Ngāti Awa Governance Entity a right of way easement over land held under the Conservation Act 1987 being Section 2 SO 60650 in favour of that part of the Redress Licensed Land contained in Lot 1 DPS 57549 to provide access to Rimu Road in the form set out in</p> | <p><i>Rimu Road easement</i></p> <p>This is another easement over Section 2 SO 60650 (which is conservation land), to provide access to Rimu Road in favour of part of Rotoehu East Licensed Land (Lot 1 DPS 57549).</p> |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed   | Explanation of amendment  |
|---|----------------|---|---|
|   |                | <p>Schedule 8.5 but amended (particularly in clause 2.1) so as to apply to the appropriate easement area.”</p> <p>Add a new paragraph (f) as follows:</p> <p>“(f) On registration of the transfer of the Redress Licensed Land described in <i>Attachment 8.2</i> as “Rotoehu East Licensed Land” and “Part Rotoehu West Licensed Land” the Crown shall grant to the Ngāti Awa Governance Entity right of way easements in favour of that Redress Licensed Land over those parts of Pa Road that comprise:</p> <p>(i) marginal strips on either side of Whakahaupapa Stream, in the form set out in <i>Schedule 8.5</i> but amended (particularly in <i>clause 2.1</i>) so as to apply to the appropriate land and easement area; and</p> <p>(ii) the bed of the Whakahaupapa Stream (Crown land under the Land Act 1948), in the form set out in <i>Schedule 8.5</i> but amended so as to apply to the</p> | <p><i>Whakahaupapa Stream easement</i></p> <p>These easements will provide access along Pa Road (an internal forestry road) where it crosses Whakahaupapa Stream and the marginal strips either side of the stream, in favour of Part Rotoehu West Licensed Land and Rotoehu East Licensed Land.</p> <p>The stream bed of Whakahaupapa Stream is Crown land subject to the Land Act 1948 and is administered by LINZ. The two fixed marginal strips (one on each side of the stream bed) are administered by DOC.</p> |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed   | Explanation of amendment  |
|---|----------------|---|---|
|   |                | <p>appropriate land and easement area and so as to apply to Crown land.”</p> <p>Amend in (current) paragraph (e) the words:</p> <p>“those parts of Lot 1 DPS 57551 and Lot 1 DPS 57645 that are part of the Redress Licensed Land”</p> <p>to:</p> <p>“the Redress Licensed Land described in <i>Attachment 8.2</i> as “<i>Rotoehu East Licensed Land</i>” and “<i>Part Rotoehu West Licensed Land</i>””</p> | <p><i>Access south of the Rotoehu Forest</i></p> <p>This amendment extends the easement granted under (current) clause 8.4.4(e) over conservation land south of Part Rotoehu West Licensed land so that it now applies in favour of all the land in Rotoehu Forest being transferred to Ngāti Awa. The right of way in question is shown “A” on DPS 68064.</p> <p><i>General</i></p> <p>SO 61738 shows the general location of the proposed easements.</p> <p>Section 135 of the Ngāti Awa Claims Settlement Bill, which enables the Minister of Conservation to grant an easement over conservation land required by clause 8.4.4, will automatically apply to these additional easements (except the easement to be granted over Crown land).</p> |
| 8.4.6(c)  | 143            | <p>Amend clause 8.4.6(c)(i) by replacing the words:</p> <p>“The registered proprietor of the Redress Licensed Land and (subject to <i>clause 8.4.6(d)</i>) any person holding</p>   | <p>A registered proprietor is a person whose name appears on the title, while “owner” means the owner of the land, whether there is a title or not. There is a risk that referring to the registered proprietor may result in the legislative provision being</p>   |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed  | Explanation of amendment   |
|---|----------------|--|--|
|   |                | <p>title or occupancy rights from the registered proprietor..."</p> <p>with the words:</p> <p>"The owner of the Redress Licensed Land or (subject to <i>clause 8.4.6(d)</i>) any person holding an interest or occupancy right from the owner...".</p> <p>Replace all instances of the term "registered proprietor" in clause 8.4.6(c) with the term "owner".</p>  | <p>interpreted so as to apply only to the registered proprietor when title is raised, and not the person entitled to become the registered proprietor (ie the owner) until that time.</p>  |
| 8.4.6(c)(iv)  | 145            | <p>Replace the text of clause 8.4.6(c)(iv) with the following:</p> <p>"A memorandum of transfer to transfer Redress Licensed Land under <i>clause 8.2.1</i> must include an application to the Registrar-General of Land to note on the computer freehold registers specified in the memorandum of transfer that the land is subject to the right of access conferred by <i>clauses 8.4.6(c) and (d)</i>."</p> | <p>The notations are to be added to the title after the transfer of land to the governance entity, and the Registrar-General of Land has suggested that the transfer provisions require the inclusion of a request to have the access rights conferred under section 143 noted upon registration of the transfer.</p>  |
| 8.4.6(d)  | 143(2)(b)(i)   | <p>Amend this clause to read:</p> <p>"(d) The Settlement Legislation will provide that:</p> <p>(i) in respect of a Protected Site described in <i>clause 8.4.6(b)</i>, the access rights created under <i>clause 8.4.6(c)</i> may also be exercised by the owner of the site, and any person</p>   | <p>The extension of the access rights over Protected Sites to owners (and authorised persons) should apply to all such sites defined in clause 8.4.6(b) (not just subparagraph (i)).</p> <p>This clause was previously drafted as if clause 8.4.6(c) had already granted some access rights to Section 32 (which it had not). Subparagraph (ii) of this clause now itself creates the appropriate access rights.</p> |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed  | Explanation of amendment                 |
|---|----------------|--|--|
|   |                | <p>authorised by the owner, for purposes consistent with the status of the site;</p> <p>(ii) in respect of the land shown as Section 32 Block III Rotoma Survey District ("<b>Section 32</b>"), the owner of the Redress Licensed Land or any person holding an interest or occupancy right from the owner must allow access across the Redress Licensed Land to Section 32 on the terms specified in <i>clauses 8.4.6(c)(ii) and (iii)</i> to:</p> <p>(aa) the owner of Section 32, and any person authorised by the owner of Section 32, for purposes consistent with the status of Section 32; and</p> <p>(bb) the persons referred to in the Notice Setting Apart Māori Freehold Land as a Māori Reservation published in the <i>Gazette</i>, on 8 May 1986, at page 1987.</p> |  |
| 8.4.7(g)  |                | <p>Re-number clauses 8.4.7(g)(iv) and (v) as (vi) and (vii) to provide for the new clauses noted below.</p>  |  |
| 8.4.7(g)  | 148(3)         | <p>Insert a new clause</p>   | <p>This provision allows for all the</p> |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed   | Explanation of amendment   |
|---|----------------|---|--|
|   |                | <p>8.4.7(g)(iv) to provide that:</p> <p>“If all the owners of the Kaingaroa forest land agree in writing that a notation under <i>clause 8.4.7(g)(iii)</i> is not required:</p> <p>(aa) the Ngāti Awa Governance Entity may include a written statement certified by a solicitor of the High Court to that effect with the transfer document relating to the transfer; and</p> <p>(bb) the Registrar-General of Land may rely on that statement as conclusive proof that all of the owners of the Kaingaroa forest land agree that the notation is not required and register the transfer without making the notation.”</p> | <p>owners of the Kaingaroa forest land to agree that Ngāti Awa can transfer an interest in the Ngāti Awa Land without a notation that the land is subject to a right of access.</p>  |
| 8.4.7(g)  | 149            | <p>Insert a new clause 8.4.7(g)(v) to provide that:</p> <p>“(aa) The registered proprietor of the Ngāti Awa Land may apply in writing to the Registrar-General of Land to have a notation made under <i>clause 8.4.7(g)(iii)</i> removed from the computer freehold registers specified in the application;</p> <p>(bb) Such an application may only be made if all</p>   | <p>The relevant Bill provision allows for the removal of the notation placed on the register under clause 8.4.7(g)(iii) of the Deed in the event that the parties agree that it is no longer applicable. There is no corresponding clause in the Deed. Without such a mechanism, the notation would remain on the register forever. It is general practice that, when legislation provides for a notation to be made on a title, it also provides a process for its removal.</p> |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed  | Explanation of amendment   |
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|   |                | <p>of the owners of the Kaingaroa forest land agree in writing that the notation is no longer required, and the application is certified to that effect by a solicitor of the High Court;</p> <p>(cc) On receipt of such an application, the Registrar-General of Land must remove the notation from the computer freehold registers concerned; and</p> <p>(dd) The Registrar-General of Land is entitled to rely on such certified application as conclusive proof that all of the owners of the Kaingaroa forest land agree that the notation is no longer required.</p> |  |
| 8.5.4   | 12             | <p>Add to the end of clause 8.5.4 the words:</p> <p>“and the Existing Leases were Encumbrances”.</p>   | <p>The Ohope Beach Holiday Park Land is neither a commercial nor a cultural redress property, but is treated as the latter for the purposes of registering the vesting. The Existing Leases defined in clause 8.5.1 need to be captured in the definition of Encumbrance for the purpose of that registration process.</p> |
| Attachment 8.1  |                | <p>As provided by clause 2.2 of this Second Deed to Amend.</p>   | <p>The changes result from the Ministry of Education obtaining computer freehold registers for all its land. The Apanui School alteration reflects the existence of more than one right of way in favour of the property, consistent with computer freehold register</p>   |



| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed  | Explanation of amendment  |
|---|----------------|--|---|
|   |                |  | SA49C/365.  |
| Attachment 8.2 clause 1.1.2                           |                | Delete the bullet points starting "Proclamation defining middle line ..." and "Fencing covenant ...".  | These rights are no longer current and do not need to be referred to in the written application for a computer freehold register for the Northern Boundary Redress Licensed Land. |
| Attachment 8.2 clause 2.1                             |                | <p>Add new 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> bullet points (and reorder subsequent bullet points) in clause 2.1 as follows:</p> <ul style="list-style-type: none"> <li>• Appurtenant right of way easement in favour of Lot 1 DPS 57549 to be granted under <i>clause 8.4.4(e)</i> over Section 2 SO 60650 (conservation land) to provide access to Rimu Road;</li> <li>• Appurtenant right of way easements to be granted under <i>clause 8.4.4(f)</i> over those parts of Pa Road that comprise the bed of the Whakahaupapa Stream and the adjacent marginal strips;</li> <li>• Right of way easement if it is granted under <i>clause 8.4.4(g)</i>;</li> </ul> | Amends the description of Rotoehu East Licensed Land to note the additional easements (see amendments to clause 8.4.4 below).   |
| Attachment 8.2 clause 2.2                             |                | Delete the row in the table relating to SA31B/299. As a consequence, incorporate Lot 6 in the "New computer freehold register" row by increasing the area to 1294.4430 and amending the description to "Balance of Rotoehu East Licensed Land (Lot 1 DPS 57549, Lots 1 and 2 DPS 57553   | See new Deed clause 8.3.11 above.   |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed  | Explanation of amendment  |
|---|----------------|--|---|
|   |                | and Lot 6 DPS 35014) to be held in one computer freehold register.”  |   |
| Attachment 8.2 clause 3.1.3                           |                | <p>Add new 8<sup>th</sup> bullet point (and reorder subsequent bullet points) in clause 3.1.3 as follows:</p> <ul style="list-style-type: none"> <li>• Appurtenant right of way easements to be granted under clause 8.4.4(f) over the parts of Pa Road over Whakahaupapa Stream and the adjacent marginal strips;</li> </ul>  | Amends the description of Part Rotoehu West Licensed Land to note the additional easements (see amendments to clause 8.4.4 below).    |
| Attachment 8.2 clause 3.2                             |                | <p>Delete the row in the table relating to SA31B/299. As a consequence, incorporate Lot 7 in the “New computer freehold register” row by increasing the area to “Approximately 1044.0040” and amending the description to “Part Rotoehu West Licensed Land (Pt Lot 1 DPS 57551, Lot 1 DPS 57552, Lot 2 and Pt Lot 1 DPS 57645 and Lot 7 DPS 35014) to be held in one computer freehold register.”</p> <p>Delete the “Total” row as there is now only one entry in the table.</p> | See new Deed clause 8.3.11 above.   |
| Attachment 8.3  |                | In the Kaingaroa Forest / Caves Block row, change the reference to “B.239829.1” to “Computer Interest Register 132203”.  | This change reflects the current entry as a Computer Interest Register for this land. We are not aware of the reason for this change. |

| Clause, paragraph, Attachment and/or Schedule of Deed | Clause of Bill | Amendment to Deed   | Explanation of amendment   |
|---|----------------|---|--|
| 9.4.4   | 159(1)         | Amend the words "Sections 297 to 305" to "Sections 297 to 304".   | Section 305 of the Te Ture Whenua Act has been repealed since the Deed was signed.   |
| Schedules 5.21, 5.22, 5.23 (Protocols)                |                | In Attachment B (Terms of Issue) for all Protocols, amend the definition of "Protocol" in clause 1 by deleting any reference to the Chief Executive of the Ministry of/for Culture and Heritage.  | Under clause 21 of the Bill, only Ministers can authorise entry into a Protocol.   |
| Schedule 8.2, paragraph 10.5(f)                       |                | <p>Delete from paragraphs 10.5(f)(iv) and (vi) the words "as defined in <i>clause 8.1</i>".</p> <p>Insert a new paragraph 10.5(f)(vii) as follows:</p> <p>"In this <i>paragraph 10.5(f)</i>, <b>Valuer</b> means a registered valuer who is:</p> <p>(aa) agreed on and appointed by the Crown and Ngāti Awa within 20 Business Days after a notice is given in accordance with <i>paragraphs 10.5(f)(iv) and (vi)</i>; or</p> <p>(bb) failing agreement under subparagraph (aa) above, appointed by the President of the New Zealand Property Institute (upon a request from either the Crown or Ngāti Awa to appoint a suitably experienced independent registered valuer), in which case the Parties will have no right</p> | The valuer referred to in this clause should be appointed in a similar manner to the appointment of the New Valuer under the new process for clause 8.4.2 of the Deed. |

SECOND DEED TO AMEND

| <b>Clause,<br/>paragraph,<br/>Attachment<br/>and/or<br/>Schedule of<br/>Deed</b> | <b>Clause of<br/>Bill</b> | <b>Amendment to Deed</b>                                       | <b>Explanation of amendment</b> |
|--|---------------------------|--|---------------------------------|
|  |                           | to object to that<br>appointment on any<br>grounds whatsoever. |                                 |

**SECOND SCHEDULE**

**ATTACHMENT 8.1**

**REDRESS LAND**

*(Clause 8.1)*

South Auckland Land District – Whakatāne District

| <b>Legal description, including Encumbrances</b>  | <b>Street Address</b>                               | <b>Redress Value</b> | <b>Transferor Agency</b>     | <b>Leaseback Property</b> | <b>Initial Annual Rental</b> |
|---|---|----------------------|------------------------------|---------------------------|------------------------------|
| <p><b>Apanui Resource Centre:</b></p> <p>4994 square metres, approximately, being Allotment 291 and Part Allotment 292 Waimana Parish. <u>All Computer Freehold Register 113081</u> Part New Zealand Gazette 1886 p1307. Subject to survey;</p> <p>AND</p> <p>1012 square metres, more or less, being Allotment 290 Waimana Parish. All Computer Freehold Register <u>200855SA 379/50</u>.</p> <p>Subject to existing unregistered lease to</p> | <p>Domain Road and McAllister Street, Whakatāne</p> | <p>\$12,500</p>      | <p>Ministry of Education</p> | <p>No.</p>                | <p>N/A</p>                   |

SECOND DEED TO AMEND

| Legal description, including Encumbrances   | Street Address                                 | Redress Value | Transferor Agency     | Leaseback Property | Initial Annual Rental |
|---|--|---------------|-----------------------|--------------------|-----------------------|
| Te Whare Wananga o Awanuiarangi dated 19 November 1997, as varied by Deed of Variation of Lease dated 22 November 2001.   |  |               |                       |                    |                       |
| <p><b>Apanui School:</b></p> <p>1811 square metres, more or less, being Lot 21 DPS 10398. All Computer Freehold Register SA6A/1382;</p> <p>AND</p> <p>3.6805 hectares, more or less, being Lots 1 and 5 DPS 55822, together with a Rights of Way specified in Easement Certificate B053395.9 and subject to a Right to Convey Water specified in Easement Certificate B053395.10, a Right to Drain Water specified in Easement Certificate B053395.11, and to section 308(4) Local Government Act 1974. All Computer Freehold Register SA49C/365. The</p> | Pounama Place and McAllistar Street, Whakatāne | \$519,981     | Ministry of Education | Yes                | \$45,510 plus GST     |

SECOND DEED TO AMEND

| Legal description, including Encumbrances  | Street Address                       | Redress Value    | Transferor Agency            | Leaseback Property | Initial Annual Rental    |
|--|--------------------------------------|------------------|------------------------------|--------------------|--------------------------|
| <p>easements specified in Easement Certificates B053395.9, B053395.10 and B053395.11 are subject to section 309(1)(a) Local Government Act 1974.</p>   |                                      |                  |                              |                    |                          |
| <p><b>Ōhope School:</b></p> <p>8787 square metres, approximately, being Part Lot 2 DP 23762. <u>All Computer Freehold Register 113080 as shown on SO 43384. Part Gazette Notice S.401568. Subject to survey;</u></p> <p>AND</p> <p>5886 square metres, approximately, being Part Lot 2 DP 23762. <u>All Computer Freehold Register 113079. as shown marked A on SO 53705. All Gazette Notice H. 591556. Subject to survey.</u></p> | <p>170-172 Pohutukawa Ave, Ōhope</p> | <p>\$263,253</p> | <p>Ministry of Education</p> | <p>Yes</p>         | <p>\$23,040 plus GST</p> |
| <p><b>Part Whakatāne High School:</b></p>  | <p>Soutars Avenue and Goulstone</p>  | <p>\$838,278</p> | <p>Ministry of Education</p> | <p>Yes</p>         | <p>\$73,350 plus GST</p> |

SECOND DEED TO AMEND

| Legal description, including Encumbrances  | Street Address         | Redress Value    | Transferor Agency            | Leaseback Property | Initial Annual Rental    |
|--|------------------------|------------------|------------------------------|--------------------|--------------------------|
| <p>860 square metres, more or less, being Lot 15 DPS 581. All Computer Freehold Register 113078 Proclamation S.90429;</p> <p>AND</p> <p>4.0469 hectares, approximately, being Part Allotment 287 Waimana Parish. All Computer Freehold Register 113077. Part Gazette Notice H.144963. Subject to survey.</p> | <p>Road, Whakatāne</p> |                  |                              |                    |                          |
| <p><b>Whakatāne Court House;</b></p> <p>2021 square metres, more or less, being Section 1 SO 57375. All Computer Freehold Register SA45A/58.</p>   | <p>7 Pyne Street</p>   | <p>\$250,000</p> | <p>Department for Courts</p> | <p>Yes</p>         | <p>\$15,000 plus GST</p> |



**THIRD SCHEDULE**

**(Clause 2.5(a) – Letter dated 14 March 2005)**



## OFFICE OF TREATY SETTLEMENTS

Charles Fergusson Building • Bowen Street • PO Box 919 Wellington  
Phone (04) 494 9800 • Fax (04) 494 9801 • [www.ots.govt.nz](http://www.ots.govt.nz)

Pouaka Motuhake 919 • Te Whanganui a Tara  
Waea (04) 494 9800 • Waea Whakaahua (04) 494 9801

*Te Tari Whakatau Take e pa ana ki te Tiriti o Waitangi*

14 March 2005

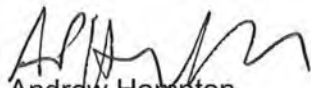
Paul Quinn  
Ngāti Awa Negotiating Team  
PO Box 960  
WELLINGTON

Dear Paul

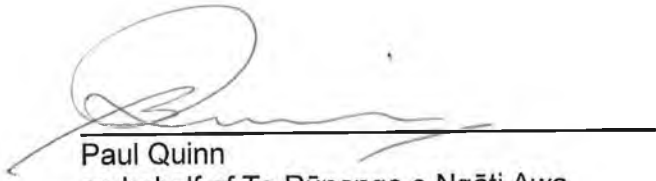
### **Letter for countersignature – Redress Values for the Redress Licensed Land**

1. We have previously discussed agreeing to vary the process to complete the valuation update of the Redress Licensed Land under the Deed of Settlement to Settle Ngāti Awa Historical Claims. By signing this letter, the Crown offers to vary that process and the Deed of Settlement on the terms set out in this letter and its attachments. We invite you to countersign this letter on behalf of Ngāti Awa, in acceptance of those terms.
2. The Crown and Ngāti Awa agree that the process set out in the Crown's letter of 27 March 2003, countersigned on behalf of Ngāti Awa, is replaced by the process set out in Attachment 1 and will not be implemented.
3. The Deed of Settlement is varied by:
  - a deleting clauses 8.4.2(f), (g) and (j) and replacing them with the process set out in Attachment 1, which is deemed to apply upon this letter being countersigned on behalf of Ngāti Awa;
  - b deleting from clause 8.4.2(h) the words "under *clause 8.4.2(g)*".

Yours sincerely

  
Andrew Hampton  
Director

By countersigning this letter, we hereby accept and agree to the terms of the letter and its attachments:

A handwritten signature in black ink, appearing to read 'Paul Quinn', is written over a solid horizontal line.

Paul Quinn  
on behalf of Te Rūnanga o Ngāti Awa  
Date: 14 103 /2005

## Attachment 1

### Process to establish Redress Values for Redress Licensed Land

#### ***Expert Determination***

1. Once the letter to which this Attachment is annexed is countersigned on behalf of Ngāti Awa ("the Execution Date"), the Crown and Ngāti Awa ("the Principals") will attempt to agree on and appoint a person ("the Expert"), who accepts that appointment, to give a determination ("the Expert Determination") in accordance with the terms set out in Attachment 2 ("the Instructions to Expert") and Attachment 3 ("the Process for the Determination").
2. If the Expert is not appointed in accordance with paragraph 1 within 20 Business Days after the Execution Date, the Crown (on behalf of the Principals) will ask the President of the New Zealand Law Society to appoint a lawyer of standing who is independent of both Principals, and who accepts that appointment, to be the Expert to give the Expert Determination.
3. Either Principal may, within 10 Business Days after an appointment by the President under paragraph 2, make written submissions to the President (and copied to the other Principal) as to the appointee's independence from the Principals. Where a Principal makes such a submission, the other Principal may, within 5 Business Days of receiving its copy of that submission, make a counter-submission to the President on the points specified in the first Principal's submission.
4. If the President gives written notice revoking the appointment within 25 Business Days after making that appointment, these paragraphs 2 to 4 will apply again (so that the President's appointment process is repeated). If the President does not give such notice within 25 Business Days after making the appointment, then the appointment will be final and binding on the Principals, and the Principals will have no right to object to that appointment on any grounds whatsoever.
5. The Expert Determination will be final and binding on the Principals.
6. If the Expert Determination holds that the draft valuation update reports for the Redress Licensed Land prepared by Mr T I Marks in November 2002 ("the Draft Reports") complied with the instructions referred to in clause 8.4.2(b) of the Deed of Settlement ("the Instructions to Valuer") in respect of all of the matters set out in paragraphs (a), (b) and (c) of the Instructions to Expert ("the Matters to be Determined"), then those Draft Reports will be deemed to be the "final report" referred to in clauses 8.4.2(h), (i) and (k) of the Deed, that final report will be deemed to have been given on the date that the Expert Determination was provided to the Principals ("the Expert Determination Date"), and the process set out in paragraphs 7 to 13 will not apply.

#### ***Adjustment to valuation reports***

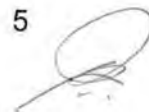
7. If the Expert Determination holds that the Draft Reports did not comply with the Instructions to Valuer in respect of any of the Matters to be Determined, the Principals will attempt to agree on and appoint a person ("the New Valuer"), who accepts that appointment, to adjust the Draft Reports in accordance with the terms set out in Attachment 4 ("the Instructions to New Valuer").

8. If the New Valuer is not appointed in accordance with paragraph 7 within 20 Business Days after the Expert Determination Date, the Crown (on behalf of the Principals) will ask the President of the New Zealand Property Institute to appoint a suitably experienced independent registered valuer, who accepts that appointment, to be the New Valuer to adjust the Draft Reports and provide adjusted reports in accordance with the Instructions to New Valuer.
9. Either Principal may, within 10 Business Days after an appointment by the President under paragraph 8, make written submissions to the President (and copied to the other Principal) as to the appointee's independence from the Principals. Where a Principal makes such a submission, the other Principal may, within 5 Business Days of receiving its copy of that submission, make a counter-submission to the President on the points specified in the first Principal's submission.
10. If the President gives written notice revoking the appointment within 25 Business Days after making that appointment, these paragraphs 8 to 10 will apply again (so that the President's appointment process is repeated). If the President does not give such notice within 25 Business Days after making the appointment, then the appointment will be final and binding on the Principals, and the Principals will have no right to object to that appointment on any grounds whatsoever.
11. The New Valuer will provide copies of what he or she proposes will be the final adjusted Draft Reports ("the Proposed Reports") to the Principals. Within 10 Business Days after receipt of the Proposed Reports, either Principal (or both Principals) may give written notice to the Expert (and copied to the New Valuer and the other Principal) providing details of how, in that Principal's view, the Proposed Reports do not comply with the Expert Determination, in which case paragraph 12 will apply. If neither party gives the above written notice within 10 Business Days after receipt of the Proposed Reports, then the New Valuer will finalise and provide those adjusted reports in accordance with the Instructions to New Valuer, and paragraph 12 will not apply.
12. If this paragraph applies, then:
  - 1) the Process for the Determination set out in Attachment 3 will apply again, so that a further Expert Determination (and, potentially, further adjustment to the Draft Reports by the New Valuer) will be carried out;
  - 2) in carrying out the above process again, the terms of all of the Attachments will be modified so that:
    - a. the Matters to be Determined are the details of the non-compliance claimed in the written notice(s) given by one or both Principals under paragraph 11;
    - b. the Appointment Date is the date that a Principal gives (or the date by which both Principals have given) written notice under paragraph 11;
    - c. the New Valuer remains the same valuer as under the prior process, but is deemed to have been appointed upon receipt of the further Expert Determination;
  - 3) upon completion of the further Expert Determination provided for above, these paragraphs 11 and 12 will have no further effect, so that they may be invoked only once.

13. The New Valuer's adjusted reports will be final and binding on the Principals and will be deemed to be the "final report" referred to in clauses 8.4.2(h), (i) and (k) of the Deed, and that final report will be deemed to have been given on the date that the adjusted reports were provided to the Principals.

***Other matters***

14. All terms not otherwise defined herein have the meaning given to them in the Deed of Settlement.



## ATTACHMENT 2

### INSTRUCTIONS TO EXPERT

#### CROWN/NGĀTI AWA TREATY SETTLEMENT

#### DETERMINATION OF DISPUTE CONCERNING INSTRUCTIONS TO VALUER

#### INTRODUCTION

1. On 21 December 1998 the Crown and Ngāti Awa signed a Heads of Agreement ("Original Heads of Agreement") for the settlement of Ngāti Awa's historical claims for breaches of the Treaty of Waitangi. Included in the offer of redress in the Original Heads of Agreement was the right to purchase Crown Forest Land in the Rotoehu and Kaingaroa Forests. The price was to be agreed prior to signing of the formal Deed of Settlement or, failing agreement by the date of the Deed, at a price to be determined in accordance with a valuation process to be set out in the Deed.
2. Because the Crown Forest Land comprises a significant portion of the commercial redress effected by the Crown, it was essential to Ngāti Awa that the transfer value of that Crown Forest Land be agreed before the Deed of Settlement was submitted for ratification by the Ngāti Awa community and signed.
3. Following the signing of the Original Heads of Agreement the Crown and Ngāti Awa endeavoured to negotiate, by agreement, a transfer value but ultimately those negotiations were unsuccessful.
4. On 4 October 2000 the Crown and Ngāti Awa signed a revised Heads of Agreement which included a process for establishing the transfer value of the Crown Forest Land by having that value ascertained by an independent forestry Valuer. By agreement between the Crown and Ngāti Awa Mr T I Marks was appointed the independent forestry Valuer and was instructed to value the Licensor's interest in the Crown Forest Land (being the Crown's interest to be transferred to Ngāti Awa).
5. Having received submissions from both parties Mr Marks produced valuation reports ("Original Valuation Reports") attributing a value to the Licensor's interest in the three areas of Crown Forest Land included in the Settlement. Those reports ascribed a value to the Licensor's interest in each area of Crown Forest Land as at 1 April 2001.
6. On 8 July 2002 the Crown and Ngāti Awa initialled the Deed of Settlement and included in that Deed the transfer values for the Crown Forest Land in Mr Marks' Original Valuation Reports. The initialled Deed of Settlement included a mechanism for the valuation from the Original Valuation Reports to be updated as at 30 September 2002 and on 7 August 2002 Mr Marks was instructed to provide an unqualified opinion of the updated market value of the Licensor's interest in the land in accordance with Instructions to Valuer.<sup>1</sup> The Instructions to Valuer included the following requirements:
  - 6.1 In paragraph 4, that "the valuer is required, as soon as practicable, to provide an unqualified opinion of the updated market value of the licensor's interest in the subject land";
  - 6.2 In paragraph 5(d), that the valuer should "use the same methodology and assumptions as the 1 April 2001 valuation reports, with any adjustments necessary to take account of new information not available at the time of the original valuation";
  - 6.3 In paragraph 12, that "the valuer will decide what are the material matters arising as a result of new information not available to him at the time of the original valuation, and how they are to be taken into account".

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<sup>1</sup> The Instructions to Valuer were in the form set out in Schedule 8.7 of the Deed of Settlement.

7. In November 2002 Mr Marks prepared draft valuation update reports ("the Draft Reports") which, in the view of Ngāti Awa, do not comply with the Instructions to Valuer to update the original valuations. In the view of the Crown, the Draft Reports do comply with the Instructions to Valuer. Ngāti Awa and the Crown are seeking a determination ("the Expert Determination") by an independent lawyer with experience in commercial disputes ("the Expert") as to whether the Draft Reports comply with the Instructions to Valuer in respect of certain matters. The matters to be determined are set out below.
8. On 27 March 2003 the Crown and Ngāti Awa signed a Deed of Settlement for the settlement of Ngāti Awa's historical claims. The Deed records the form of the Instructions to Valuer for the valuation update, and contains a process for completing the valuation update.
9. In August 2004, Mr Marks withdrew from participation in the valuation update process. Rather than appoint a new valuer under clause 8.4.2(j) of the Deed, the Crown and Ngāti Awa negotiated a new process for completing the valuation update. That new process was recorded and agreed to in a letter from the Crown (including attachments) that was countersigned on behalf of Ngāti Awa. These instructions were attached to that letter as Attachment 2 ("the Instructions to Expert"). The new process may involve the appointment of a new valuer ("the New Valuer"), as set out in Attachment 1 to that letter.

### **MATTERS TO BE DETERMINED**

The following matters are to be determined by the Expert:

- a) **Unencumbered land value matter**
  - 1) Whether the assessment of unencumbered land values as at April 1999 ("the Gribble Assessment") contained in the interim award of the arbitration between the Crown and the Central North Island Forestry Partnership relating to the licence fees payable under the Crown forestry licences for the period commencing on 30 April 1999 constitutes "new information not available at the time of the original valuation" for the purposes of the Instructions to Valuer.
  - 2) Whether the adoption in the Draft Reports of the Gribble Assessment of unencumbered land values complied with the Instructions to Valuer.
  - 3) If the adoption in the Draft Reports of the Gribble Assessment of unencumbered land values did not comply with the Instructions to Valuer, the instructions to be given to the New Valuer about the manner and extent to which the Draft Reports should be adjusted to ensure that they comply with the Instructions to Valuer in respect only of the matter referred to in paragraphs (a)(1) and (2).
- b) **Bonisch Road matter**
  - 1) Whether the opinion of Mr Denis Neilson of Dana Limited as to the value of Bonisch Road constitutes "new information not available at the time of the original valuation" for the purposes of the Instructions to Valuer.
  - 2) Whether the attribution of a specific value to Bonisch Road, such as was attributed in the Draft Reports, complied with the Instructions to Valuer.
  - 3) If the attribution of a specific value to Bonisch Road did not comply with the Instructions to Valuer, the instructions to be given to the New Valuer about the manner and extent to which the Draft Reports should be adjusted to ensure that they comply with the Instructions to Valuer in respect only of the matter referred to in paragraph (b)(1) and (2).



c) **Tasman Contracts issue**

- 1) Whether the opinion of Mr Denis Neilson of Dana Limited on the impact of the Tasman Contracts constitutes "new information not available at the time of the original valuation" for the purposes of the Instructions to Valuer.
- 2) Whether the adoption in the Draft Reports of Mr Neilson's opinion, in preference to the arbitrator's finding, on the impact of the Tasman Contracts complied with the Instructions to Valuer.
- 3) If the adoption in the Draft Reports of Mr Neilson's opinion, in preference to the arbitrator's finding, on the impact of the Tasman Contracts did not comply with the Instructions to Valuer, the instructions to be given to the New Valuer about the manner and extent to which the Draft Reports should be adjusted to ensure that they comply with the Instructions to Valuer in respect only of the matter referred to in paragraph (c)(1) and (2).

**Attached** are copies of:

- (i) Mr Marks' Original Valuation Reports of April 2001
- (ii) The Instructions to Valuer given to Mr Marks (for him to update his original valuation)
- (iii) Mr Mark's draft valuation update reports of November 2002 (ie. the Draft Reports)
- (iv) The award of 8 February 2002 containing the Gribble Assessment of unencumbered land values.



### ATTACHMENT 3

#### PROCESS FOR THE DETERMINATION

- 1 The Expert will not commence work until the Appointment Date, being the date:
  - a that the Expert is appointed in accordance with paragraph 1 of Attachment 1; or
  - b that is 25 Business Days after the Expert is appointed in accordance with paragraph 2 of Attachment 1, provided the appointment is not by that date revoked in accordance with paragraphs 3 and 4 of Attachment 1.
- 2 Within 30 Business Days<sup>2</sup> after the Appointment Date, each Principal may give the Expert a submission on the Matters to be Determined.<sup>3</sup>
- 3 The Expert may seek further submissions from the Principals if he or she wishes.
- 4 Within 60 Business Days after the Appointment Date, the Expert shall give the Principals a draft determination of the Matters to be Determined.
- 5 Within 20 Business Days after the date that the Expert gives the Principals the draft determination referred to in paragraph 3 ("the Draft Date"), each Principal may give the Expert a submission on that draft determination.
- 6 Within 30 Business Days after the Draft Date, the Expert shall give the Principals a final determination of the Matters to be Determined.
- 7 It is acknowledged that it may be necessary for the Expert to take longer than the timeframes specified above if significant work is required to provide the Expert Determination.
- 8 In this Attachment, the terms "Business Day", "Expert", "Principal" and "Matters to be Determined" have the meaning given to them in Attachment 1.

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<sup>2</sup> "Business Day" has the meaning given to it in the Ngāti Awa Deed of Settlement.

<sup>3</sup> Any communication made under this Attachment 3 must be made in accordance with the provisions of clause 14.7 of the Ngāti Awa Deed of Settlement, except that the address for notices will be (as appropriate): The Director, Office of Treaty Settlements, Charles Fergusson Building, Bowen Street, PO Box 919, Wellington, fax 04 494 9801; or Andrew Macdonald, Hornabrook Macdonald, PO Box 91845, Auckland, fax 09 353 7599.

## ATTACHMENT 4

### INSTRUCTIONS TO NEW VALUER

#### ADJUSTMENT TO DRAFT VALUATION UPDATE REPORTS

#### INTRODUCTION

1. On 21 December 1998 the Crown and Ngāti Awa signed a Heads of Agreement ("Original Heads of Agreement") for the settlement of Ngāti Awa's historical claims for breaches of the Treaty of Waitangi. Included in the offer of redress in the Original Heads of Agreement was the right to purchase Crown Forest Land in the Rotoehu and Kaingaroa Forests. The price was to be agreed prior to signing of the formal Deed of Settlement or, failing agreement by the date of the Deed, at a price to be determined in accordance with a valuation process to be set out in the Deed.
2. Because the Crown Forest Land comprises a significant portion of the commercial redress effected by the Crown, it was essential to Ngāti Awa that the transfer value of that Crown Forest Land be agreed before the Deed of Settlement was submitted for ratification by the Ngāti Awa community and signed.
3. Following the signing of the Original Heads of Agreement the Crown and Ngāti Awa endeavoured to negotiate, by agreement, a transfer value but ultimately those negotiations were unsuccessful.
4. On 4 October 2000 the Crown and Ngāti Awa signed a revised Heads of Agreement which included a process for establishing the transfer value of the Crown Forest Land by having that value ascertained by an independent forestry Valuer. By agreement between the Crown and Ngāti Awa Mr T I Marks was appointed the independent forestry Valuer and was instructed to value the Licensor's interest in the Crown Forest Land (being the Crown's interest to be transferred to Ngāti Awa).
5. Having received submissions from both parties Mr Marks produced valuation reports ("Original Valuation Reports") attributing a value to the Licensor's interest in the three areas of Crown Forest Land included in the Settlement. Those reports ascribed a value to the Licensor's interest in each area of Crown Forest Land as at 1 April 2001.
6. On 8 July 2002 the Crown and Ngāti Awa initialled the Deed of Settlement and included in that Deed the transfer values for the Crown Forest Land in Mr Marks' Original Valuation Reports. The initialled Deed of Settlement included a mechanism for the valuation from the Original Valuation Reports to be updated as at 30 September 2002 and on 7 August 2002 Mr Marks was instructed to provide an unqualified opinion of the updated market value of the Licensor's interest in the land in accordance with Instructions to Valuer.<sup>4</sup> The Instructions to Valuer included the following requirements:
  - 6.1 In paragraph 4, that "the valuer is required, as soon as practicable, to provide an unqualified opinion of the updated market value of the licensor's interest in the subject land";
  - 6.2 In paragraph 5(d), that the valuer should "use the same methodology and assumptions as the 1 April 2001 valuation reports, with any adjustments necessary to take account of new information not available at the time of the original valuation";
  - 6.3 In paragraph 12, that "the valuer will decide what are the material matters arising as a result of new information not available to him at the time of the original valuation, and how they are to be taken into account".

<sup>4</sup> The Instructions to Valuer were in the form set out in Schedule 8.7 of the Deed of Settlement.

7. In November 2002 Mr Marks prepared draft valuation update reports ("the Draft Reports") which, in the view of Ngāti Awa, do not comply with the Instructions to Valuer to update the original valuations. In the view of the Crown, the Draft Reports do comply with the Instructions to Valuer. Ngāti Awa and the Crown are seeking a determination ("the Expert Determination") by an independent lawyer with experience in commercial disputes ("the Expert") as to whether the Draft Reports comply with the Instructions to Valuer in respect of certain matters. The matters to be determined are set out in the instructions to that Expert.
8. On 27 March 2003 the Crown and Ngāti Awa signed a Deed of Settlement for the settlement of Ngāti Awa's historical claims. The Deed records the form of the Instructions to Valuer for the valuation update, and contains a process for completing the valuation update.
9. In August 2004, Mr Marks withdrew from participation in the valuation update process. Rather than appoint a new valuer under clause 8.4.2(j) of the Deed, the Crown and Ngāti Awa negotiated a new process for completing the valuation update. That new process was recorded and agreed to in a letter from the Crown (including attachments) that was countersigned on behalf of Ngāti Awa. These instructions were attached to that letter as Attachment 4 ("the Instructions to New Valuer"). The new process may involve the appointment of a new valuer ("the New Valuer"), as set out in Attachment 1 to that letter, to carry out these Instructions to New Valuer.

## REQUIREMENTS

- 1 The Principals require the New Valuer:
  - a To adjust all of those parts of the Draft Reports which the Expert Determination states should be adjusted;
  - b In making those adjustments, to comply with all instructions to the New Valuer made in the Expert Determination as to the manner and extent to which adjustments should be made;
  - c Having made those adjustments, to recalculate and adjust the valuation figures contained in the Draft Reports so that the adjustments are accurately reflected in the Draft Reports.
  - d Not to consider or provide comment or advice about any other aspects of the Draft Reports.

## TIMEFRAME

- The New Valuer will not commence work until the Valuer Appointment Date, being the date:
  - a that the New Valuer is appointed in accordance with paragraph 7 of Attachment 1; or
  - b that is 25 Business Days after the New Valuer is appointed in accordance with paragraph 8 of Attachment 1, provided the appointment is not by that date revoked in accordance with paragraphs 9 and 10 of Attachment 1.
- 3 The Principals expect that the New Valuer will adjust the Draft Reports within 20 Business Days after the Valuer Appointment Date.
- 4 It is acknowledged that it may be necessary for the New Valuer to take longer than 20 Business Days if significant work is required to implement the Expert Determination.
- 5 The New Valuer may not seek submissions from the Principals but may, at his or her discretion, seek further direction from the Expert.

**FOURTH SCHEDULE**

**(Clause 2.5(b) – Supplementary Deed)**

NGĀTI AWA

*and*

HER MAJESTY THE QUEEN

in right of New Zealand

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SUPPLEMENTARY DEED TO  
DEED OF SETTLEMENT TO  
SETTLE NGĀTI AWA  
HISTORICAL CLAIMS

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27 March 2003

*PAH* *APM*

**THIS DEED** is made on the 27th of March 2003

**BETWEEN**

(1) **NGĀTI AWA**

(2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations

**BACKGROUND**

- A Immediately after this Supplementary Deed is signed, the Crown and Ngāti Awa intend to sign a Deed of Settlement to Settle Ngāti Awa Historical Claims, in a form agreed by the Crown and Ngāti Awa at the date of this Supplementary Deed.
- B The Crown and Ngāti Awa have agreed to set out the basis on which the Deed of Settlement will be signed in order to address the effect of proceedings before the Court of Appeal relating to the subject-matter of the Deed of Settlement.
- C This Supplementary Deed is supplementary to, and to be read in conjunction with, the Deed of Settlement.

**BY THIS DEED** the parties agree as follows:

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Terms defined in this Deed**

In this deed, unless the context requires otherwise:

*date of this Supplementary Deed* means the date this Supplementary Deed is signed by the Parties;

*Deed of Settlement* means the Deed of Settlement described in Background A above;

*Effective Date* means the date which is 10 Business Days after:

- (a) the date on which the Court of Appeal delivers a judgment dismissing the Proceedings; or
- (b) the date on which the Proceedings are abandoned;

*Proceedings* means the appeal proceedings filed in the Court of Appeal under reference CA197/02 of the judgment in *Milroy and Others v Attorney-General and Others* delivered by the High Court on 30 August 2002.

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## 1.2 Definitions and Interpretation from Deed of Settlement

Unless the context requires otherwise, the terms defined in the Deed of Settlement have the same meaning in this Supplementary Deed and the rules of interpretation set out in the Deed of Settlement apply to the interpretation of this supplementary Deed.

## 1.3 Supplementary nature of this Deed

The Parties record their intention that, despite clause 14.4 of the Deed of Settlement, this Supplementary Deed does not merge in, but is supplementary to, the Deed of Settlement.

## 2 DEED OF SETTLEMENT CONDITIONAL

### 2.1 Further condition of the Deed of Settlement

- (a) The signing of the Deed of Settlement is conditional on the Proceedings being dismissed or abandoned. If the Proceedings are dismissed or abandoned the Deed of Settlement will be deemed to have been signed on the Effective Date.
- (b) All references in the Deed of Settlement to the "date of this Deed" shall be taken to be references to the Effective Date and not to the date the Deed of Settlement is signed by the Parties.
- (c) Despite *clauses 2.1(a) and (b)* of this Supplementary Deed, and anything to the contrary in the Deed of Settlement:
  - (i) any portion of the further amount referred to in clause 6.1.2(b) of the Deed of Settlement that has not yet been paid shall be paid on the date of this Supplementary Deed;
  - (ii) clause 8.4.1(a) of the Deed of Settlement has effect from the date of this Supplementary Deed and all information provided under clause 8.4.1(a) is Disclosure Information;
  - (iii) clause 8.4.2 of the Deed of Settlement has effect from the date of this Supplementary Deed;
  - (iv) references to "the date of this Deed" in clauses 14.1 and 14.6 of the Deed of Settlement shall be references to 20 March 2003;
  - (v) reference to "the date of this Deed" in clause 15.2(y) of the Deed of Settlement shall be a reference to the date of this Supplementary Deed; and

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- (vi) reference to “the date of this Deed” in clause 12.1.1 of the Deed of Settlement shall be a reference to the date of this Supplementary Deed but if the Effective Date does not occur prior to the date on which the Crown is required to introduce legislation in accordance with clause 12.3.1 of the Deed of Settlement, then the Crown will introduce settlement legislation as soon as reasonably practicable following the Effective Date, and in any event within three months of the Effective Date. In that circumstance, clause 12.1.1(b) of the Deed of Settlement is to be read as a reference to the passing of the Settlement Legislation and the coming into force of those provisions of the Settlement Legislation which are required to give effect to the Deed of Settlement within 12 months of the Effective Date.

**2.2 If further condition is not satisfied**

If the Court of Appeal delivers a judgment upholding the Proceedings, in whole or in part, the signing of the Deed will have no effect, however, the Crown and Ngāti Awa undertake to renegotiate for a period of 20 Business Days from the date the Court of Appeal delivers its judgment (or for such an extended period as Ngāti Awa and the Crown agree), in good faith, those aspects of the Deed of Settlement affected by the Court of Appeal’s judgment.

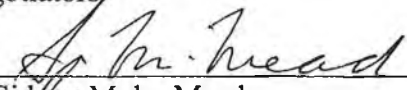
**3 CONTRACTS (PRIVITY) ACT 1982**

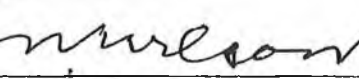
The Parties acknowledge that the conditions contained in this Supplementary Deed are also for the benefit of the appellants in the Proceedings and will be enforceable by them in accordance with section 4 of the Contracts (Privity) Act 1982.

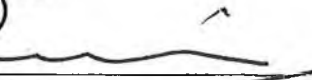
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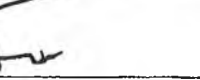
**EXECUTED** as a Deed on the 27th of March 2003

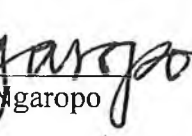
**SIGNED** for and on behalf of  
**NGĀTI AWA** by the Mandated  
Negotiators

  
\_\_\_\_\_  
Dr Sidney Moko Mead

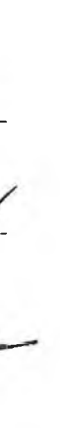
  
\_\_\_\_\_  
John Mahiti Wilson

  
\_\_\_\_\_  
Bernard Paul Quinn


  
\_\_\_\_\_  
Joseph Mason

  
\_\_\_\_\_  
Pouroto Nicholas Hamilton Ngaropo


In the presence of:

  
\_\_\_\_\_  
Name: **MATANUKU MATHIKA**  
Occupation: **SOLICITOR**  
Address: **WELLINGTON**


In the presence of:


  
\_\_\_\_\_  
Name: **TAHA ATAPETA WEEKS**  
Occupation: **SOLICITOR**  
Address: **WHAKATANE**


**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN** in right  
of New Zealand by the Minister in Charge  
of Treaty of Waitangi Negotiations  
in the presence of:

)   
) \_\_\_\_\_  
) **Honourable Margaret Wilson**  
)

Witness:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Occupation

  
\_\_\_\_\_  
Address

**FIFTH SCHEDULE**

**(Clause 2.5(c) – First Deed to Amend)**

NGĀTI AWA

*and*

HER MAJESTY THE QUEEN

in right of New Zealand

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DEED TO AMEND DEED OF  
SETTLEMENT TO SETTLE NGĀTI  
AWA HISTORICAL CLAIMS

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THIS DEED is made on 30 July 2004

**BETWEEN**

- (1) **NGĀTI AWA**
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

**BACKGROUND**

- A The Crown and Ngāti Awa are parties to a Deed of Settlement dated 27 March 2003.
- B Under a Supplementary Deed also dated 27 March 2003 references to the "date of this Deed" in the Deed of Settlement are generally taken to be references to the "Effective Date" as defined in the Supplementary Deed.
- C The Crown has agreed to Ngāti Awa's proposal that the Ngāti Awa Governance Entity under the Deed of Settlement should be established by a Private Act of Parliament.
- D The Deed of Settlement does not contemplate the Ngāti Awa Governance Entity being established in that manner and some of the conditional periods under the Deed of Settlement are no longer appropriate.
- E Accordingly, the Crown and Ngāti Awa have agreed to vary the Deed of Settlement.

**BY THIS DEED** the parties agree as follows:

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Terms defined in this Deed**

In this Deed, unless the context requires otherwise:

*Deed of Settlement* means the Deed of Settlement described in Background A above; and

*Supplementary Deed* means the Supplementary Deed described in Background B above.

## 1.2 Definitions and interpretation from Deed of Settlement

Unless the context requires otherwise:

- (a) the terms defined in the Deed of Settlement and the Supplementary Deed have the same meaning in this Deed to Amend; and
- (b) the rules of interpretation set out in the Deed of Settlement apply to the interpretation of this Deed to Amend.

## 2 AMENDMENT TO DEFINITIONS IN THE DEED OF SETTLEMENT

### 2.1 New definition - Charter

Clause 15.1 of the Deed of Settlement is amended by the insertion of the following definition after the definition of *Cash Settlement Amount*:

“*Charter* means the charter approved by a postal ballot of the adult members of Ngāti Awa held between 26 January 2004 and 1 March 2004;”.

### 2.2 Amended definition of Deed of Covenant

Clause 15.1 of the Deed of Settlement is amended by the deletion of the definition of *Deed of Covenant* and its replacement with the following definition:

“*Deed of Covenant* means the Deed of Covenant referred to in *clause 2.1.2(b)* or in *clause 2.2.2(b)*;”.

### 2.3 New definition – Governance Legislation

Clause 15.1 of the Deed of Settlement is amended by the insertion of the following definition immediately after the definition of *Fisheries Legislation*:

“*Governance Legislation* means the bill presented under *clause 2.1.1* and, where the bill has become law, means, if the context requires, the Act resulting from the passing of such bill;”.

### 2.4 Amended definition of Ngāti Awa Governance Entity

Clause 15.1 of the Deed of Settlement is amended by the deletion of the definition of *Ngāti Awa Governance Entity* and its replacement with the following definition:

“*Ngāti Awa Governance Entity* means:

- (a) the body established by the Governance Legislation; or
- (b) the body established under *clause 2.2.2*;”.

## 2.5 Amended definition of Te Runanga o Ngāti Awa

Clause 15.1 of the Deed of Settlement is amended by the deletion of the definition of *Te Runanga o Ngāti Awa* and its replacement with the following definition:

“Te Runanga o Ngāti Awa means:

- (a) the Maori Trust Board constituted by section 4 of Te Runanga o Ngāti Awa Act 1988, as amended from time to time; and
- (b) when the Governance Legislation is passed, the body established by that legislation;”.

## 3 NEW SECTION 2 OF THE DEED OF SETTLEMENT

### 3.1 New Section 2

Section 2 of the Deed of Settlement is deleted and replaced with the new Section 2 set out in *Schedule 1* to this Deed to Amend.

### 3.2 New Schedule 2.1A

The Deed of Settlement is amended by the insertion of the new Schedule 2.1A (the Governance Legislation) set out in *Schedule 2* to this Deed to Amend.

### 3.3 New Schedules 2.1B and 2.1C

The Deed of Settlement is amended by the deletion of Schedule 2.1 of the Deed of Settlement and the insertion of new Schedules 2.1B and 2.1C in the form set in *Schedules 3* and *4* respectively to this Deed to Amend.

## 4 AMENDMENTS TO SECTION 12 OF THE DEED OF SETTLEMENT

### 4.1 New clause 12.1.1

Clause 12.1.1 of the Deed of Settlement is deleted and replaced with the following new clause 12.1.1:

“12.1.1 **This Deed and the Settlement are conditional**

This Deed and the Settlement are conditional on:

- (a) the adoption of the Charter under *clause 2.1.2* within 14 months of the date of this Deed;
- (b) the execution of the Deed of Covenant under *clause 2.1.2* within 1 month of the passing of the Governance

Legislation, if the Governance Legislation is passed within 27 months of the date of this Deed;

- (c) the establishment of the Ngāti Awa Governance Entity and the execution of a Deed of Covenant under *clause 2.2.2* within 34 months of the date of this Deed, if *clause 2.2.1* applies; and
- (d) the passing of the Settlement Legislation and the coming into force of those provisions of the Settlement Legislation which are required to give effect to this Deed within 36 months of the date of this Deed.”

#### 4.2 New clause 12.3.1

Clause 12.3.1 of the Deed of Settlement is deleted and replaced with the following new clause 12.3.1:

**“12.3.1 Crown to propose legislation for introduction**

The Crown agrees that it will, within 18 months of the date of this Deed, propose for introduction legislation to give effect to the Settlement, and to achieve certainty in respect of, and to record the approval by Parliament of, the Settlement.”

## 5 SUPPLEMENTARY DEED

### 5.1 “Date of this Deed”

The Crown and Ngāti Awa record that the Effective Date under the Supplementary Deed is 25 June 2003 and, accordingly, all references to the “date of this Deed” in the Deed of Settlement (as amended by this Deed to Amend) are references to 25 June 2003, except as set out in clause 2.1.(c) of the Supplementary Deed.

### 5.2 Amendment to Supplementary Deed

Clause 2.1(c)(vi) of the Supplementary Deed is deleted.

## 6 PROCEEDINGS

### 6.1 Waitangi Tribunal

Ngāti Awa confirm that Ngāti Awa have advised the Waitangi Tribunal by written memorandum of the withdrawal of the Wai 1069 claim (Ngāti Awa Governance Entity Claim).



**6.2 Notice of discontinuance**

Ngāti Awa confirm that Ngāti Awa have obtained from the applicant in the proceedings *Te Runanga o Ngāti Awa v Attorney-General and Another* (C IV 2003 485 1421), and the Crown confirms that it has received, a notice of discontinuance of the proceedings in respect of those proceedings, signed by the solicitor for the applicant or plaintiff to those proceedings.

**6.3 Discontinuance or termination through Settlement Legislation**

Ngāti Awa acknowledge that if the claim or proceedings referred to in clause 6.1 or clause 6.2 are re-instigated or if new claims or proceedings based on the same issues are lodged or commenced, the Crown may through the Settlement Legislation or any other legislation withdraw or terminate such claims or proceedings.

EXECUTED as a Deed on 30 July 2004

SIGNED by TE RUNANGA O NGĀTI AWA by affixing its common seal in the presence of:



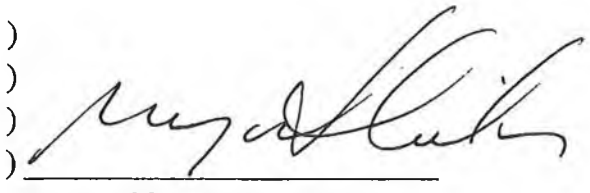
Hohupa MASON  
(Signature of Secretary)

[Handwritten Signature]  
(Signature of Secretary)

PATRICK HUDSON  
(Signature of Board Member)

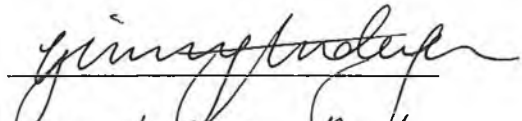
[Handwritten Signature]  
(Signature of Board Member)

SIGNED for and on behalf of HER )  
MAJESTY THE QUEEN in Right of )  
New Zealand by the Minister in Charge )  
of Treaty of Waitangi Negotiations )



*Honourable Margaret Wilson*

*In the presence of:*



Name: *Virginia Andersen*

Occupation: *Private Secretary*

Address: *Wellington*

**SCHEDULE 1****NEW SECTION 2 OF THE DEED OF SETTLEMENT***(Clause 3.1)***2.1 GOVERNANCE LEGISLATION****2.1.1 Passing of the Governance Legislation**

Ngāti Awa agree, as soon as reasonably practicable after the date of this Deed and in any event within 16 months of the date of this Deed, to present a petition for a Private Bill under standing order 277 of the Standing Orders of the House in respect of a Bill which is in the form set out in *Schedule 2.1A*.

**2.1.2 Charter and Deed of Covenant**

Ngāti Awa agree:

- (a) as soon as reasonably practicable after the date of this Deed and in any event within 14 months of that date to procure that Te Runanga o Ngāti Awa adopts the Charter by passing a resolution approving the Charter and affixing its common seal to the Charter in accordance with the Maori Trust Boards Act 1955; and
- (b) as soon as reasonably practicable after the date on which the Governance Legislation comes into force, and in any event within 1 month of that date to procure that Te Runanga o Ngāti Awa executes a Deed of Covenant in the form set out in *Schedule 2.1B*.

**2.1.3 Crown confirmation**

The Crown confirms that it is satisfied that on the passing of the Governance Legislation and adoption of the Charter, Te Runanga o Ngāti Awa:

- (a) Will be an appropriate body to which the Crown will provide the redress under this Deed (other than the acknowledgements and apology given under *Section 3* which are given to Ngāti Awa generally);
- (b) Will have a structure that provides for:
  - (i) Representation of Ngāti Awa;
  - (ii) Transparent decision-making, and dispute resolution, processes; and

- (iii) Accountability to Ngāti Awa; and
- (c) Has been ratified by Ngāti Awa (by a ratification process agreed in writing by Ngāti Awa and the Crown) as an appropriate body to receive the redress referred to in *clause 2.1.3(a)*.

#### **2.1.4 Not conditional**

*Clause 12.1.1* (which provides that this Deed is conditional) does not apply to *clauses 2.1.1 to 2.1.3*.

## **2.2 ALTERNATIVE GOVERNANCE ENTITY**

### **2.2.1 Governance Legislation not passed**

Ngāti Awa must in accordance with this *clause 2.2*, establish an alternative body if:

- (a) the Governance Legislation is not passed within 27 months of the date of this Deed; or
- (b) the Governance Legislation is passed within that period but with amendments, and:
  - (i) the Crown has notified Ngāti Awa in writing that the Crown considers that, because of those amendments, Te Runanga o Ngāti Awa no longer has all the characteristics set out in *clauses 2.1.3(a), (b) and (c)*; or
  - (ii) Ngāti Awa have notified the Crown in writing that Ngāti Awa consider that, because of those amendments, Te Runanga o Ngāti Awa is no longer an appropriate body to receive and manage the redress under this Deed.

### **2.2.2 Establishment of alternate Ngāti Awa Governance Entity**

If *clause 2.2.1* applies, Ngāti Awa agree within 33 months of the date of this Deed:

- (a) To procure the establishment of a body which the Crown has advised Ngāti Awa in writing that the Crown is satisfied:
  - (i) Will be an appropriate body to which the Crown will provide the redress under this Deed (other than the acknowledgements and apology given under *Section 3* which are given to Ngāti Awa generally);

- (ii) Will have a structure that provides for:
    - (aa) Representation of Ngāti Awa;
    - (bb) Transparent decision-making, and dispute resolution, processes;  
and
    - (cc) Accountability to Ngāti Awa; and
  - (iii) Has been ratified by Ngāti Awa (by a ratification process agreed in writing by Ngāti Awa and the Crown) as an appropriate body to receive the redress referred to in *clause 2.2.2(a)(i)* and to assume the Undertaking of Te Runanga o Ngāti Awa in accordance with *Schedule 2.2*; and
- (b) To procure the execution by the Ngāti Awa Governance Entity of a Deed of Covenant in the form set out in *Schedule 2.1C*.

### **2.2.3 Ngāti Awa agent to agree ratification processes**

If clause 2.2.1 applies, Ngāti Awa appoints Te Runanga o Ngāti Awa as the agent for Ngāti Awa to agree with the Crown a process for the establishment and ratification of a body which is satisfactory to the Crown under *clause 2.2.2*.

### **2.2.4 Perpetuities Act 1964**

If clause 2.2.1 applies, the Settlement Legislation will provide that, if the Ngāti Awa Governance Entity is a trust, the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 will not prescribe or restrict the period:

- (a) During which the Ngāti Awa Governance Entity may exist in law; or
- (b) During which the Ngāti Awa Governance Entity may deal with property.

### **2.2.5 Repeal of Te Runanga o Ngāti Awa Act 1988**

If clause 2.2.1 applies, the Settlement Legislation will repeal all sections of the Te Runanga o Ngāti Awa Act 1988 other than section 11 of that Act.

### **2.2.6 Statutory recognition of Ngāti Awa Governance Entity**

The Crown recognises, and the Settlement Legislation will state, that:

- (a) The Ngāti Awa Governance Entity is the appropriate body to receive, in accordance with the Settlement Legislation, the redress under the Settlement Legislation;

- (b) The Ngāti Awa Governance Entity is a body that represents Ngāti Awa; and
- (c) To avoid doubt, *clause 2.2.6(b)* does not limit the Crown's rights, functions, and obligations to other representative entities.

### **2.2.7 Transfer of Undertaking of Te Runanga o Ngāti Awa**

- (a) If clause 2.2.1 applies, the Settlement Legislation will provide that on the Settlement Date:
  - (i) The Undertaking of Te Runanga o Ngāti Awa vest in the Ngāti Awa Governance Entity subject to all charges and other liabilities;
  - (ii) Te Runanga o Ngāti Awa is taken to be dissolved; and
  - (iii) Every person holding office as a member of Te Runanga o Ngāti Awa ceases to hold that office; and
- (b) To give effect to *clause 2.2.7(a)*, the Settlement Legislation will address the matters described in *Schedule 2.2*.

### **2.2.8 Ngāti Awa Governance Entity to be renamed Te Runanga o Ngāti Awa**

If clause 2.2.1 applies, the parties acknowledge that, on Settlement Date, the name of the Ngāti Awa Governance Entity will change to "Te Runanga o Ngāti Awa" in accordance with the governance procedures of the Ngāti Awa Governance Entity.

### **2.2.9 Coming into force of Settlement Legislation**

If clause 2.2.1 applies, the Settlement Legislation will include a mechanism to ensure that the Settlement Legislation does not come into force until the Ngāti Awa Governance Entity is established and has executed the Deed of Covenant.

### **2.2.10 Not conditional**

*Clause 12.1.1* (which provides that this Deed is conditional) does not apply to *clauses 2.2.1* to *2.2.3*.

## **2.3 REDRESS TO BE PROVIDED TO THE NGĀTI AWA GOVERNANCE ENTITY**

Ngāti Awa agree that the Crown will provide the redress under this Deed (other than the acknowledgements and apology given under *Section 3* which are given to Ngāti Awa generally) to the Ngāti Awa Governance Entity on the terms set out in this Deed.

## 2.4 RATIFICATION OF SETTLEMENT AND MANDATE TO SIGN DEED

### 2.4.1 Definition

In this *clause 2.4.1 Eligible Member of Ngāti Awa* means a Member of Ngāti Awa registered on the register of Members of Ngāti Awa maintained by Te Runanga o Ngāti Awa and aged 18 years or over as at 20 December 2002.

### 2.4.2 Confirmation by Ngāti Awa

Ngāti Awa confirm that:

- (a) This Deed was ratified by Ngāti Awa by a majority of 87% of the valid votes cast in a postal ballot of the Eligible Members of Ngāti Awa; and
- (b) Each Mandated Negotiator has a mandate from Ngāti Awa to sign this Deed on behalf of Ngāti Awa by virtue of the ratification of the settlement as set out in *clause 2.4.2(a)*.

### 2.4.3 Confirmation by the Crown

The Crown confirms that it is satisfied with:

- (a) The ratification of this Deed by Ngāti Awa; and
- (b) The mandate to the Mandated Negotiators from Ngāti Awa to sign this Deed on behalf of Ngāti Awa.

## 2.5 APPOINTMENT OF AGENT FOR NGĀTI AWA

### 2.5.1 Ngāti Awa agent for other matters under this Deed

Te Runanga o Ngāti Awa may (in addition to the powers under *clause 2.2.3*) take any of the following action on behalf of Ngāti Awa under this Deed (until the Ngāti Awa Governance Entity signs the Deed of Covenant under *clause 2.1.2* or *clause 2.2.2*):

- (a) Give and receive any notice or other communication;
- (b) Exercise any right or power;
- (c) Waive any provision; and
- (d) Agree to any amendment.

**2.5.2 Ngāti Awa Governance Entity to replace agent**

Upon execution by the Ngāti Awa Governance Entity of the Deed of Covenant in accordance with the provisions of *clause 2.1.2* or *clause 2.2.2*:

- (a) The appointment of any agent for Ngāti Awa under *clause 2.2.3* terminates;  
and
- (b) All powers under *clause 2.5.1* may be exercised by the Ngāti Awa Governance Entity.



**SCHEDULE 2**

**NEW SCHEDULE 2.1A TO THE DEED OF SETTLEMENT**

*(Clause 3.2)*

**Te Runanga o Ngati Awa Bill**

Private Bill

**Explanatory note**

**General policy statement**

**Background**

Te Runanga o Ngati Awa was established as a legal entity and made a Maori Trust Board by Te Runanga o Ngati Awa Act 1988 to act for and on behalf of nga uri o nga hapu o Ngati Awa, being the members of the Ngati Awa tribe in the Eastern Bay of Plenty. Te Runanga o Ngati Awa replaced the Ngati Awa Trust Board (a charitable trust incorporated under the Charitable Trust Boards Act 1957) as the representative of Ngati Awa.

Since its establishment in 1988, Te Runanga o Ngati Awa has facilitated the continued prosecution by Ngati Awa of its claims against the Crown for various breaches of the Treaty of Waitangi dating back to the confiscation in 1865 of approximately 245 000 acres of Ngati Awa land under the New Zealand Settlements Act 1863. This has included the pursuit by Ngati Awa of its claims before the Waitangi Tribunal and subsequent negotiations with the Crown in order to settle those claims.

On 27 March 2003, Ngati Awa signed a deed of settlement with the Crown to settle its historical claims arising out of the Crown's various breaches of the Treaty of Waitangi. It is a condition of the settlement that Ngati Awa establish a governance entity to receive and administer the settlement redress for and on behalf of Ngati Awa. Te Runanga o

Ngati Awa, as presently constituted as a Maori Trust Board, is not regarded as a suitable entity to undertake this function.

As a result of lengthy negotiations between the Crown and Ngati Awa, and an equally lengthy process of internal discussion within Ngati Awa, agreement has been reached as to the nature of the governance entity that will receive and administer the settlement redress for Ngati Awa and generally represent Ngati Awa's interests in the future.

In establishing this entity it is not thought desirable to abolish Te Runanga. However, it is necessary to make changes to the structure of Te Runanga and the way that it operates.

**Purpose of Bill**

The purpose of this Bill is to give effect to the agreements between the Crown and Ngati Awa concerning the reconstitution of the structure and operations of Te Runanga so as to enable Te Runanga to receive and administer the Ngati Awa settlement redress for and on behalf of Ngati Awa.

**Reconstitution of Te Runanga o Ngati Awa**

Once reconstituted, Te Runanga o Ngati Awa would cease to be a Maori Trust Board under the Maori Trust Boards Act 1955. Instead it would become a stand alone body corporate to be administered under this Bill and Te Runanga o Ngati Awa Charter. The Charter will set out in detail the objects of Te Runanga as reconstituted, the rules relating to its operations, and the accountabilities that Te Runanga will have to the members of Ngati Awa. These accountabilities will replace the accountabilities to the Crown that are currently contained in the Maori Trust Boards Act 1955.

Before the introduction of the Bill, the restructuring proposal for Te Runanga, together with the terms of the Charter and this Bill, were approved by a postal ballot of the adult members of Ngati Awa.

### **Clause by clause analysis**

*Clause 1* is the Title clause.

*Clause 2* is the commencement clause. The Bill comes into force on the day after the date on which it receives the Royal assent.

### **Part 1**

#### **Preliminary provisions**

*Clause 3* defines terms used in the Bill.

*Clause 4* provides that the Bill binds the Crown.

### **Part 2**

#### **Establishment of Te Runanga o Ngati Awa**

*Clause 5* establishes Te Runanga o Ngati Awa. Te Runanga is the same body as established by Te Runanga o Ngati Awa Act 1988, but ceases to be a Maori Trust under the Maori Trust Boards Act 1955.

*Clause 6* specifies the functions of Te Runanga. These are to be a body that represents Ngati Awa and that holds its assets in accordance with the charter.

*Clause 7* makes Te Runanga a body corporate and gives it full rights and powers to carry out its functions.

*Clause 8* provides that the charter of Te Runanga is the charter adopted—

- by postal ballot held between 26 January 2004 and 1 March 2004; and

- by resolution of Te Runanga on 25 June 2004. This clause also provides for what the charter must and may contain, and for its amendment and availability.

*Clause 9* provides for the location of Te Runanga's head office and for changes to its location.

### **Part 3**

#### **Transitional provisions and repeals**

*Clause 10* provides for the continuation in office of the members of Te Runanga holding office immediately before the commencement of the Bill.

*Clause 11* provides that, for taxation purposes, a declaration of trust executed by Te Runanga and approved by the Commissioner for Inland Revenue before the commencement of the Bill applies only in relation to property that Te Runanga held before the commencement of the Bill.

*Clause 12* requires Te Runanga to prepare final accounts for itself as a Maori Trust Board and send them with a report of the Auditor-General to the Minister of Maori Affairs, who is to present them to the House of Representatives.

*Clause 13* makes consequential amendments to the Maori Trust Boards Regulations 1985.

*Clause 14* repeals Te Runanga o Ngati Awa Act 1988. The repeal does not affect the restoration of the character, mana, and reputation and pardon granted by section 11 of that Act. Section 11 is set out in the schedule of the Bill for ease of reference.

PCO 5755/5 drafted by Frank Riley

*Members' Name*

**Te Runanga o Ngati Awa Bill**

Private Bill

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| 8 | Charter  |    | <b>Section 11 of Te Runanga o Ngati<br/>Awa Act 1988</b>              |

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**Preamble**

- (1) Te Runanga o Ngati Awa was constituted by Te Runanga o Ngati Awa Act 1988. That Act declared Te Runanga o Ngati Awa to be a Maori Trust Board within the meaning and for the purposes of the Maori Trust Boards Act 1955. Te Runanga o

Ngati Awa acts for and on behalf of nga uri o nga hapu o Ngati Awa, being the members of the Ngati Awa tribe in the Eastern Bay of Plenty:

- (2) On 27 March 2003 Ngati Awa entered into a deed of settlement with the Crown to settle all of its historical claims against the Crown under the Treaty of Waitangi:
- (3) It is a condition of the deed of settlement that a governance entity be established to receive and administer the settlement for and on behalf of Ngati Awa:
- (4) Discussions have occurred both within Ngati Awa and between Ngati Awa and the Crown in order to identify and agree on the nature of the governance entity to be established to receive and administer the settlement redress for and on behalf of Ngati Awa. Te Runanga o Ngati Awa, in its present role as a Maori Trust Board, is not regarded as suitable to undertake this function:
- (5) The Crown and Ngati Awa have agreed on the nature of the governance entity to be established to receive and administer the settlement. In establishing this entity, it is not thought desirable to abolish Te Runanga o Ngati Awa, but to make changes to its structure and the way it operates:
- (6) The members of Ngati Awa have, by postal ballot, agreed to the reconstitution of Te Runanga o Ngati Awa as proposed by this Act:
- (7) This Act is necessary to reconstitute Te Runanga o Ngati Awa and satisfy the condition in the deed of settlement for the establishment of a governance entity to receive and administer the settlement redress for and on behalf of Ngati Awa:

**The Parliament of New Zealand therefore enacts as follows:**

**1 Title**



This Act is Te Runanga o Ngati Awa Act 2004.

**2 Commencement**

This Act comes into force on the day after the date on which it receives the Royal assent.

**Part 1**

**Preliminary provisions**

**3 Interpretation**

(1) In this Act, unless the context otherwise requires,—

**charter—**

- (a) means the charter of Te Runanga; and
- (b) includes any amendments made to the charter

**customary rights** means rights according to tikanga Maori (Maori customary values and practices), including the following:

- (a) rights to occupy land; and
- (b) rights in relation to the use of—
  - (i) land;
  - (ii) natural and physical resources

**deed of settlement—**

- (a) means the deed signed by representatives of Ngati Awa and the Crown on 27 March 2003 recording the settlement of Ngati Awa's historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngati Awa under the Treaty of Waitangi; and
- (b) includes any amendments made to the deed of settlement

**hapu** has the same meaning as in the charter

**member of Ngati Awa** means every individual referred to in paragraph (a)(ii) of the definition of **Ngati Awa**

**Ngati Awa**—

(a) means—

- (i) the collective group composed of individuals referred to in subparagraph (ii); and
- (ii) every individual who is—
  - (A) descended from a Ngati Awa tipuna;
  - (B) a member of a hapu, group, family, or whanau referred to in paragraph (b); and

(b) includes—

- (i) the hapu of Ngati Awa; and
- (ii) any hapu, group, family, or whanau composed of individuals referred to in paragraph (a)(ii).

**Ngati Awa area of interest** has the same meaning as in the charter

**Ngati Awa tipuna** means a person who exercised customary rights—

- (a) by virtue of being descended from—
  - (i) Awanuirangi II; or
  - (ii) a recognised ancestor of the hapu; and
- (b) at any time after 6 February 1840 predominantly in relation to the Ngati Awa area of interest

**representatives of Te Runanga** has the same meaning as in the charter

**Te Kahui Kaumatua** has the same meaning as in the charter

**Te Runanga** means Te Runanga o Ngati Awa established by section 5

**Whakaruruhau** has the same meaning as in the charter.

- (2) For the purposes of the definitions of **Ngati Awa** and **Ngati Awa tipuna**, a person is descended from another person if the

person is descended from the other person by—

- (a) birth; or
- (b) legal adoption; or
- (c) Maori customary adoption in accordance with the custom of Ngati Awa.

**4 Act binds the Crown**

This Act binds the Crown.

**Part 2**

**Establishment of Te Runanga o Ngati Awa**

**5 Te Runanga o Ngati Awa established**

- (1) This section establishes Te Runanga o Ngati Awa.
- (2) Te Runanga is the same body as established by Te Runanga o Ngati Awa Act 1988.
- (3) However, Te Runanga ceases to be a Maori Trust Board within the meaning of the Maori Trust Boards Act 1955.

**6 Functions of Te Runanga**

- (1) Te Runanga is a body that represents Ngati Awa.
- (2) **Subsection (1)** does not limit the Crown's rights, functions, and obligations in relation to other representative entities.
- (3) Te Runanga must hold and administer its assets in accordance with the charter.

**7 Te Runanga to be body corporate with full rights and powers**

- (1) Te Runanga is a body corporate with perpetual succession and a common seal.
- (2) For the purposes of carrying out its functions, Te Runanga

has—

- (a) full capacity to carry on or undertake any activity or business, do any act, or enter into any transaction; and
  - (b) for the purposes of **paragraph (a)**, full rights, powers, and privileges.
- (3) **Subsection (2)** applies subject to—
- (a) the provisions of this Act and any other enactment; and
  - (b) the general law.

## **8 Charter**

- (1) The charter of Te Runanga is the charter adopted—
- (a) by postal ballot of the adult members of Ngati Awa held between 26 January 2004 and 1 March 2004
  - (b) by resolution of Te Runanga on 25 June 2004.
- (2) The charter must—
- (a) require Te Runanga to hold its assets on trust for the benefit of—
    - (i) the members of Ngati Awa as at the commencement of this Act; and
    - (ii) future members of Ngati Awa;
  - (b) specify the duties and obligations of Te Runanga in administering its assets; and
  - (c) specify the manner in which the representatives of Te Runanga are to be elected; and
  - (d) require Te Runanga to maintain a register of members of Ngati Awa.
- (3) The charter may—
- (a) provide specific objects that are consistent with **subsection (2)(a)** for which Te Runanga is to administer its assets; and
  - (b) without limiting **subsection (2)(a) or paragraph (a)**,

provide for Te Runanga,—

- (i) in administering its assets, to make provision for the benefit of any member or any class or classes of member of Ngati Awa; and
  - (ii) to accept, hold, or otherwise deal with any assets on trust for a specific purpose; and
  - (iii) to arrange for any of its assets to be held by—
    - (A) a community trust if Te Runanga has, at all times, the power to appoint and remove all of the trustees of the community trust:
    - (B) a company if, at all times, the company is wholly-owned by Te Runanga; and
  - (c) specify the manner in which Te Kahui Kaumata and Whakaruruhau are to be appointed; and
  - (d) contain any other provisions that are not inconsistent with this Act, any other enactment, or the general law.
- (4) The Trustee Act 1956 does not apply in relation to the assets held on trust under **subsections (2)(a) and (3)(b)**.
- (5) The charter may be amended by Te Runanga in accordance with any terms and conditions specified in the charter for its amendment.
- (6) Te Runanga must ensure that copies of the charter may be purchased at a reasonable price at the head office of Te Runanga.

**9 Head office**

- (1) The head office of Te Runanga is at Louvain House, 10 Louvain Street, Whakatane.
- (2) Te Runanga may change the location of its head office.
- (3) A change in the location of Te Runanga's head office does not take effect until the address of the new location is notified in

the *Gazette*.

### **Part 3**

#### **Transitional provisions and repeals**

##### **10 Membership of Te Runanga**

The persons holding office, immediately before the commencement of this Act, as members of the Board of Te Runanga under the Maori Trusts Boards Act 1955 continue to hold office as members of Te Runanga until the election of representatives of Te Runanga is completed under the charter.

##### **11 Taxes and duties**

- (1) This section applies for the purposes of the Inland Revenue Acts (as defined in section 3(1) of the Tax Administration Act 1994) and any other enactment that imposes or provides for the collection of any tax, duty, levy, rate or other charge.
- (2) Any declaration of trust executed by Te Runanga under section 24B of the Maori Trust Boards Act 1955 and approved by the Commissioner under that section before the commencement of this Act—
  - (a) applies only in relation to property that before the commencement of this Act was acquired by or vested in Te Runanga and (before that date) has been subjected to that declaration of trust; but
  - (b) does not apply to—
    - (i) the redress provided under the deed of settlement or any other property acquired by or vested in Te Runanga pursuant to or consequent upon the settlement of Ngati Awa's historical claims against the Crown in respect of the Crown's

breaches of its obligations to Ngati Awa under the Treaty of Waitangi; or

- (ii) any property acquired or vested in Te Runanga on or after the commencement of this Act.

**12 Final accounts of Te Runanga as Maori Trust Board**

- (1) As soon as reasonably practicable after the commencement of this Act, Te Runanga must cause to be prepared final accounts of Te Runanga o Ngati Awa as a Maori Trust Board as at the close of the day before the commencement of this Act.
- (2) A copy of the final accounts, together with a copy of the report of the Auditor-General on those accounts, must be sent by Te Runanga to the Minister of Maori Affairs.
- (3) A copy of the final accounts together with a copy of the report of the Auditor-General on those accounts, must be presented to the House of Representatives by the Minister of Maori Affairs as soon as practicable after their receipt by the Minister.

**13 Consequential amendments to Maori Trust Boards Regulations 1985**

- (1) Regulations 5C to 5K of the Maori Trust Boards Regulations 1985 are consequentially revoked.
- (2) The First and Second Schedules of the Maori Trusts Board Regulations 1985 are consequentially amended by omitting the items relating to Te Runanga o Ngati Awa.

**14 Repeal**

- (1) Te Runanga o Ngati Awa Act 1988 is repealed.
- (2) **Subsection (1)** does not affect the restoration of the character, mana, and reputation and the pardon granted by section 11 of Te Runanga o Ngati Awa Act 1988.
- (3) Section 11 of Te Runanga o Ngati Awa Act 1988 is set out in

the Schedule for ease of reference.

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**Schedule**

**s 14(3)**

**Section 11 of Te Runanga o Ngati Awa Act 1988**

**11 Character, mana, and reputation restored**

He panui tenei ki te motu katoa, ka tutuki ana tenei Ture, koinei te wa e whakahokia ai ki a ratou te ihi, te mana, te tapu o nga tangata o Ngati Awa i mauhereheretia, i whakawakia i te tau 1865, ki o ratou whanau hoki, ki o ratou iwi, tae atu ki a Ngati Awa whanui. Ka wetekina katoatia nga whiu o te ture i pa ki a ratou i roto i nga pakanga whenua o Te Tau 1865.

It is hereby declared that after the passing of this Part of this Act the character, mana, and reputation of the persons of Ngati Awa descent who were arrested, tried, and labelled as rebels in or about 1865 is restored to them and their whanau and to the iwi of Ngati Awa as a whole, and a full pardon is hereby granted to them in respect of all matters arising out of the land wars in 1865.

**SCHEDULE 3****NEW SCHEDULE 2.1B TO THE DEED OF SETTLEMENT***(Clause 3.3)***SCHEDULE 2.1B****DEED OF COVENANT***(Clause 2.1.2(b))*

*Date:*

**PARTIES**

- (1) **TE RUNANGA O NGĀTI AWA** (*Ngāti Awa Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand (*the Crown*)

**BACKGROUND**

- A Under a Deed of Settlement dated 27 March 2003 between Ngāti Awa and the Crown, the Crown agreed to provide certain redress to the Ngāti Awa Governance Entity, which was to be established by Ngāti Awa, subject to certain terms and conditions specified in the Deed of Settlement.
- B The Ngāti Awa Governance Entity was established on [date] by the passing of the [*insert name of Governance Legislation*] as the body to receive the redress to be provided by the Crown under the Deed of Settlement.
- C As required by *clause 2.1.2* of the Deed of Settlement, the Ngāti Awa Governance Entity covenants with the Crown as set out in this Deed.

**NOW THE NGĀTI AWA GOVERNANCE ENTITY AGREES** with the Crown as follows:

**1 INTERPRETATION**

- 1.1 In this Deed, unless the context otherwise requires *Deed of Settlement* means the deed referred to in Background A.
- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.

1.3 The rules of interpretation set out in *clause 15.2* of the Deed of Settlement apply in the interpretation of this Deed.

**2 THE NGĀTI AWA GOVERNANCE ENTITY'S COVENANT**

2.1 The Ngāti Awa Governance Entity covenants with the Crown that from the date of this Deed the Ngāti Awa Governance Entity:

- (a) is a party to the Deed of Settlement as if it had been named as a party to the Deed of Settlement and had executed it; and
- (b) will observe and perform all the obligations of the Ngāti Awa Governance Entity under the Deed of Settlement; and
- (c) is bound by the terms of the Deed of Settlement.

2.2 The Ngāti Awa Governance Entity hereby ratifies and confirms all acknowledgements and agreements made in the Deed of Settlement and all elections made by, waivers given by, and all other actions taken in relation to, the Deed of Settlement by Ngāti Awa and by the agent appointed on behalf of Ngāti Awa under clause 2.5 of the Deed of Settlement and agrees to be bound by them.

**3 NOTICES**

Any notice to the Ngāti Awa Governance Entity may be given in the same manner as is specified in the Deed of Settlement. The Ngāti Awa Governance Entity's address for notices is: *[Details to be inserted]*

**EXECUTED** as a deed on the date first written above.

*[insert appropriate attestation for the Ngāti Awa Governance Entity]*

SIGNED for and on behalf of )  
**HER MAJESTY THE QUEEN** in right )  
of New Zealand by the Minister in Charge ) \_\_\_\_\_  
of Treaty of Waitangi Negotiations ) [ ]  
*in the presence of:* )

Witness:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**SCHEDULE 4****NEW SCHEDULE 2.1C TO THE DEED OF SETTLEMENT***(Clause 3.3)***SCHEDULE 2.1C****DEED OF COVENANT***(Clause 2.2.2(b))**Date:***PARTIES**

- (1) **TE RUNANGA O NGĀTI AWA** (*Ngāti Awa Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand (*the Crown*)

**BACKGROUND**

- A Under a Deed of Settlement dated 27 March 2003 between Ngāti Awa and the Crown, the Crown agreed to provide certain redress to the Ngāti Awa Governance Entity, which was to be established by Ngāti Awa, subject to certain terms and conditions specified in the Deed of Settlement.
- B The Ngāti Awa Governance Entity was [registered/established] on [date] as the entity to be established by Ngāti Awa under *clause 2.2.2* of the Deed of Settlement and to receive the redress to be provided by the Crown under the Deed of Settlement.
- C As required by *clause 2.2.2* of the Deed of Settlement, the Ngāti Awa Governance Entity covenants with the Crown as set out in this Deed.

**NOW THE NGĀTI AWA GOVERNANCE ENTITY AGREES** with the Crown as follows:

**1 INTERPRETATION**

- 1.1 In this Deed, unless the context otherwise requires *Deed of Settlement* means the deed referred to in Background A.
- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.

(iii) Accountability to Ngāti Awa.

4 NOTICES

Any notice to the Ngāti Awa Governance Entity may be given in the same manner as is specified in the Deed of Settlement. The Ngāti Awa Governance Entity's address for notices is: *[Details to be inserted]*

**EXECUTED** as a deed on the date first written above.

*[insert appropriate attestation for the Ngāti Awa Governance Entity]*

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** in right )  
of New Zealand by the Minister in Charge ) \_\_\_\_\_  
of Treaty of Waitangi Negotiations ) [ ]  
*in the presence of:* )

Witness:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*