

NGĀTI PŪKENGĀ
and
THE TRUSTEES OF TE TĀWHARAU O NGĀTI PŪKENGĀ TRUST
and
THE CROWN

**DEED TO AMEND
NGĀTI PŪKENGĀ
DEED OF SETTLEMENT (TAURANGA)**

**DEED TO AMEND NGĀTI PŪKENGA DEED OF SETTLEMENT
(TAURANGA)**

THIS DEED is made on the *20th* day of *October* 2014

BETWEEN

NGĀTI PŪKENGA ("Ngāti Pūkenga")

AND

THE TRUSTEES OF TE TĀWHARAU O NGĀTI PŪKENGA TRUST ("governance entity")

AND

THE CROWN

1. BACKGROUND

- A. Ngāti Pūkenga, the trustees of Te Tāwharau o Ngāti Pūkenga Trust and the Crown are parties to:
- (a) a Deed of Settlement dated 7 April 2013 (the "**Deed of Settlement**"); and
 - (b) a Deed to Amend the Deed of Settlement of Historical Claims dated 16 October 2013 (the "**First Deed to Amend the Deed of Settlement**").
- B. The trustees of Te Tāwharau o Ngāti Pūkenga Trust and the Crown wish to enter this Deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 5.1 of the General Matters Schedule to the Deed of Settlement.
- C. It is anticipated that the Deed of Settlement will be amended further on or about the date of this Deed by another deed to amend providing for Hauraki redress, and further consequential re-numbering may be required to the Deed of Settlement to reflect that deed to amend. Both deeds to amend shall be read to be consistent.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This Deed takes effect when it is properly executed by the governance entity and the Crown.

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:
- 1.2.1 is amended by making the amendments set out in Schedules 1 to 3 of this Deed; but
 - 1.2.2 remains unchanged except to the extent provided by the First Deed to Amend the Deed of Settlement, this Deed and the further deed to amend referred to in paragraph C above.

DEFINITIONS AND INTERPRETATION

- 1.3 Unless the context otherwise requires:
- 1.3.1 terms or expressions defined in the Deed of Settlement have the same meanings in this Deed; and
 - 1.3.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this Deed.

COUNTERPARTS

1.4 This Deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the original or same counterpart.

SIGNED as a deed on

2014

SIGNED for and on behalf of
THE CROWN by the Minister for Treaty of
Waitangi Negotiations in the presence of:

)
)
)



Hon Christopher Finlayson QC

B. Consigned

Signature of Witness

BERNARDETE CONSEDINE

Witness Name

PRIVATE SECRETARY

Occupation

WELLINGTON

Address

SIGNED for and on behalf of
THE CROWN by the Minister of Finance
(only in relation to the tax indemnities)
in the presence of:

)
)
)
)



Hon Simon William English

A. Houkawa

Signature of Witness

Andreae Houkawa

Witness Name

Senior Ministerial Adviser

Occupation

Wellington

Address

DEED TO AMEND NGĀTI PŪKENGĀ DEED OF SETTLEMENT (TAURANGA)

SIGNED by the trustees of the
TE TĀWHARAU O NGĀTI PŪKENGĀ TRUST

SIGNED by RAHERA OHIA
as trustee, in the presence of:



Rahera Ohia



Signature of Witness

Rebecca Bayle

Witness Name

Administrato

Occupation

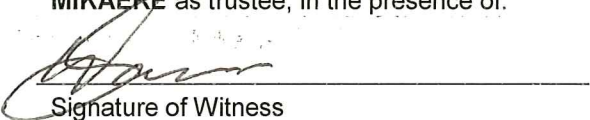
Tauranga

Address

SIGNED by HARRY HAERENGARANGI
MIKAERE as trustee, in the presence of:



Harry Haerengarangi Mikaere



Signature of Witness

Walter Ngamane

Witness Name

Teacher

Occupation

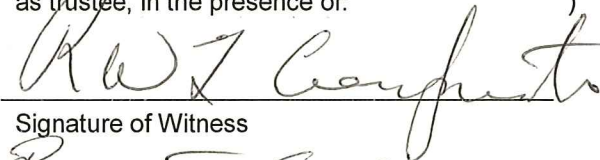
Thames

Address

SIGNED by HORI PARATA
as trustee, in the presence of:



Hori Parata



Signature of Witness

ROBERT CARPENTER

Witness Name

DRIVER

Occupation

Whangarei

Address

DEED TO AMEND NGĀTI PŪKENGĀ DEED OF SETTLEMENT (TAURANGA)

SIGNED by REHUA SMALLMAN
as trustee, in the presence of:

)
)



Rehua Smallman

Signature of Witness

Aneta Donna Gray

Witness Name

Manager

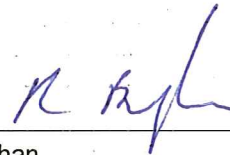
Occupation

Tauranga

Address

SIGNED by REGINA BERGHAN
as trustee, in the presence of:

)
)



Regina Berghan

Signature of Witness

Marie Tata

Witness Name

finance / HR manager

Occupation

2 Te Atatu Place

Address

Tauranga

**SCHEDULE 1:
AMENDMENTS TO THE DEED OF SETTLEMENT**

Deed of Settlement

Current reference	Amendment
Part 5, clause 5.6.3(a)	Replace clause 5.6.3(a) with the following: <p style="text-align: center;">"(a) to a redress property or any RFR land; or".</p>
Part 5, clause 5.6.4	Replace clause 5.6.4 with the following: <p style="text-align: center;">"5.6.4 part 4 of the legislative matters schedule, require any resumptive memorial to be removed from a computer register for a redress property or any RFR land."</p>
Part 6, clause 6.25.2(e)	Replace "Ngāi Te Rangi settlement deed" with "Ngāi Te Rangi and Ngā Pōtiki deed of settlement".
Part 7, clause 7.8	Insert a sub-heading and new clauses 7.8A and 7.8B after clause 7.8 as follows: <p>"Tauranga Girls' College site and Gate Pā School site</p> <p>7.8A Under the Ngāi Te Rangi and Ngā Pōtiki deed of settlement, the properties described as Tauranga Girls' College site and Gate Pā School site are to be purchased by the Ngāi Te Rangi governance entity and leased back to the Crown, immediately after their transfer to the Ngāi Te Rangi governance entity on the terms and conditions provided by the lease for each property in part 3A of the documents schedule of that deed of settlement (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).</p> <p>7.8B Following the settlement of the properties described as Tauranga Girls' College site and Gate Pā School site under the Ngāi Te Rangi and Ngā Pōtiki deed of settlement, the Ngāi Te Rangi governance entity intends to transfer those properties subject to the leaseback referred to in clause 7.8A to the governance entity and the Ngāti He Hapu Trust, pursuant to terms of trust or other terms the Ngāi Te Rangi governance entity agrees with the governance entity and the Ngāti He Hapu Trust."</p>
Part 7, clause 7.14	Insert new clauses 7.14A and 7.14B after clause 7.14 as follows: <p style="text-align: center;">"RFR FROM THE CROWN</p> <p>7.14A The governance entity is to have a right of first refusal in relation to a disposal by the Crown of RFR land, being land listed in the attachments as RFR land that, on the settlement date:</p> <p style="margin-left: 40px;">7.14A.1 is vested in the Crown; or</p> <p style="margin-left: 40px;">7.14A.2 the fee simple for which is held by the Crown.</p>

DEED TO AMEND NGĀTI PŪKENGĀ DEED OF SETTLEMENT (TAURANGA)

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
	<p>7.14B The right of first refusal is:</p> <p>7.14B.1 to be on the terms provided by part 11A of the legislative matters schedule; and</p> <p>7.14B.2 in particular, to apply:</p> <p>(a) for a term of 174 years from the settlement date; but</p> <p>(b) only if the RFR land is not being disposed of in the circumstances described in paragraph 11A.11 of the legislative matters schedule."</p>

General Matters Schedule

Current reference	Amendment
Part 3, paragraph 3.3.2	<p>Insert a new paragraph 3.3.3 after paragraph 3.3.2 as follows:</p> <p>"3.3.3 the transfer of RFR land under the settlement documentation."</p>
Part 3, paragraph 3.4.4	<p>Insert a new paragraph 3.4.5 after paragraph 3.4.4 as follows:</p> <p>"3.4.5 the transfer of RFR land under the settlement documentation is a taxable supply for GST purposes."</p>
Part 6, paragraph 6.1	<p>Replace the definition of "Crown redress" with a new definition as follows:</p> <p>"Crown redress:</p> <p>(a) means redress:</p> <p>(i) provided by the Crown to the governance entity; or</p> <p>(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and</p> <p>(b) includes the right of first refusal of the governance entity under the settlement documentation in relation to RFR land; and</p> <p>(c) includes any part of the Crown redress; and</p> <p>(d) does not include:</p> <p>(i) an obligation on the Crown under the settlement documentation to transfer RFR land; or</p> <p>(ii) RFR land; or</p> <p>(iii) any on-account payment made to entities other than the governance entity; and</p> <p>(iv) any on-account payment to entities other than the governance entity; and"</p>

DEED TO AMEND NGĀTI PŪKENGĀ DEED OF SETTLEMENT (TAURANGA)

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
Part 6, paragraph 6.1	<p>Replace the definition of "financial and commercial redress" with a new definition as follows:</p> <p>"financial and commercial redress means the redress provided by or under:</p> <ul style="list-style-type: none"> (a) part 7 of the deed of settlement (excluding clauses 7.8A and 7.8B); and (b) the settlement legislation giving effect to part 7 of the deed of settlement; and".
Part 6, paragraph 6.1	<p>After the definition of "New Zealand Historic Places Trust" insert the following new definition:</p> <p>"Ngāi Te Rangi and Ngā Pōtiki deed of settlement means the deed entered into on 14 December 2013 between Ngāi Te Rangi, Ngā Pōtiki and the Crown, and includes any deed to amend that deed of settlement entered into between those parties in accordance with paragraph 5.1 of the General Matters Schedule to the Ngāi Te Rangi and Ngā Pōtiki deed of settlement; and".</p>
Part 6, paragraph 6.1	<p>In the definition of "Ngāi Te Rangi Governance entity", replace "Ngāi Te Rangi settlement deed" with "Ngāi Te Rangi and Ngā Pōtiki deed of settlement".</p>
Part 6, paragraph 6.1	<p>After the definition of "Ngāi Te Rangi governance entity" insert the following new definition:</p> <p>"Ngāi Te Rangi settlement date has the meaning given to "settlement date" in the Ngāi Te Rangi and Ngā Pōtiki deed of settlement; and".</p>
Part 6, paragraph 6.1	<p>Delete the definition of "Ngāi Te Rangi settlement deed".</p>
Part 6, paragraph 6.1	<p>After the new definition of "Ngāi Te Rangi settlement date" insert the following new definition:</p> <p>"Ngāti He Hapu Trust means the trustees for the time being of the Ngāti He Hapu Trust, in their capacity as trustees of the trust; and".</p>
Part 6, paragraph 6.1	<p>After the definition of "RFR deed over quota" insert the following new definition:</p> <p>"RFR land means land listed in the attachments schedule as RFR land that, on the settlement date:</p> <ul style="list-style-type: none"> (a) is vested in the Crown; or (b) the fee simple for which is held by the Crown; and".

DEED TO AMEND NGĀTI PŪKENGĀ DEED OF SETTLEMENT (TAURANGA)

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Legislative Matters Schedule

Current reference	Amendment
Part 11	Insert, after current part 11, a new part 11A of the Legislative Matters Schedule as shown in Schedule 2 to this Deed.
Paragraph 8.7	Insert, after current paragraph 8.7, a new paragraph 8.7A as follows: 8.7A For Otanewainuku and Puwhenua, the Registrar-General must, in accordance with a written application by an authorised person: 8.7A.1 create a computer freehold register for an undivided sixth share of the fee simple estate in the name of the governance entity; and 8.7A.2 record on the computer freehold register any interests that are registered, notified or notifiable and that are described in the application."

Attachments

Current reference	Amendment
Part 2	Insert, after current part 2, a new part 2A of the Attachments as shown in Schedule 3 to this Deed.

SCHEDULE 2:
NEW PART 11A OF THE LEGISLATIVE MATTERS SCHEDULE

11A. RFR PROVISIONS

Definitions to be provided

11A.1 The settlement legislation is to provide that in the provisions relating to the RFR:

11A.1.1 **dispose of**, in relation to RFR land:

- (a) means to:
 - (i) transfer or vest the fee simple estate in the land; or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but
- (b) to avoid doubt, does not include to:
 - (i) mortgage, or give a security interest in, the land; or
 - (ii) grant an easement over the land; or
 - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
 - (iv) remove an improvement, fixture, or fitting from the land; and

11A.1.2 **expiry date**, in relation to an offer, means its expiry date under paragraphs 11A.5.1 and 11A.6; and

11A.1.3 **nominee** has the meaning given to it by paragraph 11A.9.1; and

11A.1.4 **notice** means a notice under this part; and

11A.1.5 **offer** means an offer, made in accordance with paragraph 11A.5, by an RFR landowner to dispose of RFR land to the governance entity; and

11A.1.6 **public work** has the meaning given to it in section 2 of the Public Works Act 1981; and

11A.1.7 **RFR land** has the meaning given to it by paragraphs 11A.2 and 11A.3; and

11A.1.8 **RFR landowner**, in relation to RFR land;

- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
- (b) means a Crown body if it holds the fee simple estate in the land; and
- (c) includes a local authority to whom RFR land has been disposed of under paragraph 11A.10.2; and

SCHEDULE 2: NEW PART 11A OF THE LEGISLATIVE MATTERS SCHEDULE

- (d) to avoid doubt, does not include an administering body in which RFR land is vested after the settlement date under paragraph 11A.10.3; and

11A.1.9 **RFR period** means the period of 174 years from the settlement date.

RFR land to be defined

11A.2 **RFR land** is to mean:

11A.2.1 land described as RFR land in the attachments to this deed if, on the settlement date, the land is vested in the Crown, or the Crown holds the fee simple estate in the land; and

11A.2.2 land obtained in exchange for a disposal of RFR land under paragraph 11A.11.5(c) or 11A.11.6.

11A.3 However, land ceases to be RFR land when any of the following things happen:

11A.3.1 the fee simple estate in the land transfers from the RFR landowner to:

- (a) the governance entity (or a nominee); or
- (b) any other person (including the Crown or a Crown body) in accordance with paragraph 11A.4.4; or

11A.3.2 the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body under:

- (a) paragraphs 11A.11 or 11A.12.1; or
- (b) an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 11A.11; or
- (c) the fee simple estate in the land transfers or vests from the RFR landowner in accordance with a waiver or variation given under paragraphs 11A.20.1 to 11A.20.3; or

11A.3.3 the RFR period for the land ends.

Restrictions on disposal of RFR land to be provided

11A.4 The settlement legislation is to provide that an RFR landowner must not dispose of RFR land to a person other than the governance entity or its nominee unless the land is disposed of:

11A.4.1 under paragraphs 11A.10, 11A.11, or 11A.12.1; or

11A.4.2 under an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 11A.13; or

11A.4.3 in accordance with a waiver or variation given under paragraphs 11A.20.1 to 11A.20.3; or

SCHEDULE 2: NEW PART 11A OF THE LEGISLATIVE MATTERS SCHEDULE

11A.4.4 within two years after the expiry date of an offer by the RFR landowner to dispose of the land to the governance entity, if the offer was:

- (a) made in accordance with paragraph 11A.5; and
- (b) on terms that were the same as, or more favourable to the governance entity than, the terms of the disposal to the person; and
- (c) not withdrawn under paragraph 11A.7; and
- (d) not accepted under paragraph 11A.8.

Requirements for offer to governance entity to be specified

11A.5 An offer by an RFR landowner to dispose of RFR land to the governance entity must be by written notice to the governance entity, incorporating:

11A.5.1 the terms of the offer, including its expiry date; and

11A.5.2 a legal description of the land, including:

- (a) the reference for any computer register that contains the land; and
- (b) any encumbrances affecting it; and

11A.5.3 a street address for the land (if applicable); and

11A.5.4 a street address, postal address, and fax number for the governance entity to give notices to the RFR landowner in relation to the offer.

Expiry date of offer to be required

11A.6 The settlement legislation is to specify that the expiry date of an offer:

11A.6.1 must be on or after the 20th business day after the day on which the governance entity receive notice of the offer; but

11A.6.2 may be on or after the 10th business day after the day on which the governance entity receive notice of the offer if:

- (a) the governance entity have received an earlier offer to dispose of the land; and
- (b) the expiry date of the earlier offer was no earlier than 6 months before the expiry date of the later offer; and
- (c) the earlier offer was not withdrawn.

Withdrawal of offer to be permitted

11A.7 An RFR landowner is to be permitted, by notice to the governance entity, to withdraw an offer at any time before it is accepted.

Acceptance of offer and formation of contract to be provided for

11A.8 The settlement legislation is to provide that:

- 11A.8.1 the governance entity may, by notice to the RFR landowner who made an offer, accept the offer if:
- (a) it has not been withdrawn; and
 - (b) its expiry date has not passed.
- 11A.8.2 the governance entity must accept all the RFR land offered unless the offer permits it to accept less; and
- 11A.8.3 if the governance entity accepts an offer by an RFR landowner to dispose of RFR land:
- (a) a contract for the disposal of the land is formed between the landowner and the governance entity on the terms in the offer; and
 - (b) the terms of the contract may be varied by written agreement between the RFR landowner and the governance entity.

Transfer to governance entity or a nominee to be provided for

11A.9 The settlement legislation is to provide that if a contract for the disposal of RFR land is formed between an RFR landowner and the governance entity under paragraph 11A.8.3:

- 11A.9.1 the RFR landowner will dispose of the RFR land to:
- (a) the governance entity; or
 - (b) in the case of a transfer of the fee simple estate, a person nominated by the governance entity (a nominee) under paragraph 11A.9.2; and
- 11A.9.2 the governance entity may nominate a nominee by giving written notice:
- (a) to the RFR landowner at least 10 business days before the RFR land is to be transferred under the contract for disposal of the RFR land; and
 - (b) providing the name of, and all other relevant details about, the nominee; and
- 11A.9.3 a nominee must not be a person to whom it would not be lawful to transfer the fee simple estate in the RFR land; and
- 11A.9.4 if the governance entity nominates a nominee, the governance entity remains liable for all the transferees' obligations under the contract for disposal of the RFR land.

Certain disposals by RFR landowner permitted but land remains RFR land

11A.10 The settlement legislation is to permit an RFR landowner to dispose of RFR land:

To the Crown or Crown bodies

11A.10.1 to the Crown or a Crown body, including, to avoid doubt, under section 143(5) or section 206 of the Education Act 1989; or

If a public work

11A.10.2 that is a public work, or part of a public work, to a local authority (as defined in section 2 of the Public Works Act 1981) in accordance with section 50 of that Act; or

For reserves purposes

11A.10.3 in accordance with section 26 or 26A of the Reserves Act 1977.

Certain disposals by RFR land owner permitted and land may cease to be RFR land

11A.11 The settlement legislation is to permit an RFR landowner to dispose of RFR land:

Under legislative and rule of law obligations

11A.11.1 in accordance with an obligation under any legislation or rule of law; or

Under legal or equitable obligations

11A.11.2 in accordance with a legal or equitable obligation that:

- (a) was unconditional before the settlement date; or
- (b) was conditional before the settlement date but become unconditional on or after the settlement date; or
- (c) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or

11A.11.3 in accordance with the requirements, existing before the settlement date, of a gift, endowment, or trust relating to the land; or

Under certain legislation

11A.11.4 if the RFR landowner is the Crown, in accordance with:

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 355(3) of the Resource Management Act 1991; or
- (c) subpart 3 of part 2 of the Marine and Coastal Area (Takutai Moana) Act 2011; or

SCHEDULE 2: NEW PART 11A OF THE LEGISLATIVE MATTERS SCHEDULE

Public works land

11A.11.5 in accordance with:

- (a) section 40(2), 40(4) or 41 of the Public Works Act 1981 (including as applied by other legislation); or
- (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
- (c) section 117(3)(a) of the Public Works Act 1981; or
- (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
- (e) sections 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990; or

For reserves or conservation purposes

11A.11.6 in accordance with:

- (a) section 15 of the Reserves Act 1977; or
- (b) section 16A or 24E of the Conservation Act 1987; or

For charitable purposes

11A.11.7 as a gift for charitable purposes; or

To tenants

11A.11.8 that was held on settlement date for education purposes, if the RFR landowner is the Crown, to a person who, immediately before the disposal, is a tenant of:

- (a) all or part of the land; or
- (b) a building, or part of a building, on the site; or

11A.11.9 under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted:

- (a) before the settlement date; or
- (b) on or after the settlement date as a renewal of a lease granted before the settlement date; or

11A.11.10 under section 93(4) of the Land Act 1948.

Certain matters to be clarified

11A.12 The settlement legislation is to provide, to avoid doubt, that:

11A.12.1 RFR land may be disposed of by an order of the Maori Land Court under section 134 Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981; and

11A.12.2 if RFR land is disposed of to a local authority under paragraph 11A.10.2, the local authority becomes:

- (a) the RFR landowner of the land; and
- (b) subject to the obligations of an RFR landowner under this subpart; and

11A.12.3 to avoid doubt, if RFR land that is a reserve is vested in an administering body under paragraph 11A.10.3, the administering body does not become:

- (a) the RFR landowner of the land; and
- (b) subject to the obligations of an RFR landowner under this part; and

11A.12.4 however, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes:

- (a) the RFR landowner; and
- (b) subject to the obligations of the RFR landowner under this part in relation to the land.

RFR landowner's obligations to be subject to specified matters

11A.13 An RFR landowner's obligations under the settlement legislation in relation to RFR land are to be subject to:

11A.13.1 any other enactment or rule of law but, in the case of a Crown body, the obligations apply despite its purpose, functions or objectives; and

11A.13.2 any encumbrance, or legal or equitable obligation, that:

- (a) prevents or limits an RFR landowner's disposal of RFR land to the governance entity; or
- (b) the RFR landowner cannot satisfy by taking reasonable steps; and

11A.13.3 the terms of a mortgage over, or security interest in, RFR land.

11A.14 Reasonable steps, for the purposes of paragraph 11A.13.2(b), are not to include steps to promote the passing of legislation.

Notice to LINZ of RFR land to be required after settlement date

11A.15 The settlement legislation is to provide that:

11A.15.1 if a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created; and

11A.15.2 if land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land; and

11A.15.3 the notice must:

(a) include:

- (i) the reference for the computer register; and
- (ii) a legal description of the land; and

(b) be given as soon as reasonably practicable after:

- (i) a computer register is first created for the RFR land; or
- (ii) the land becomes RFR land.

Notice to governance entity of disposals of RFR land to be required

11A.16 The settlement legislation is to require that:

11A.16.1 an RFR landowner must give the governance entity notice of the disposal of RFR land by the landowner to a person other than the governance entity; and

11A.16.2 the notice must:

- (a) be given on or before the day that is 20 business days before the disposal; and
- (b) include a legal description of the land, including any encumbrances affecting it; and
- (c) include a street address for the land (if applicable); and
- (d) identify the person to whom the land is being disposed; and
- (e) explain how the disposal complies with paragraph 11A.4; and
- (f) if the disposal is made under paragraph 11A.4.4, include a copy of any written contract for the disposal.

Notice to LINZ of land ceasing to be RFR land to be required

11A.17 The settlement legislation is to provide that:

11A.17.1 the following provisions apply if land contained in a computer register is to cease being RFR land because:

- (a) the fee simple estate in the land is to transfer from the RFR landowner to:
 - (i) the governance entity (or nominee) (for example under a contract formed under paragraphs 11A.8 or 11A.9); or
 - (ii) any other person (including the Crown or a Crown body) under paragraph 11A.4.3; or
- (b) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person (other than the Crown or a Crown body) under:
 - (i) paragraphs 11A.11 or 11A.12.1; or
 - (ii) an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 11A.13; or

the fee simple in the land is to transfer or vest from the RFR landowner in accordance with a waiver or variation given under paragraphs 11A.20.1 to 11A.20.3; and

11A.17.2 the RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land; and

11A.17.3 the notice must include:

- (a) the legal description of the land and the reference for the computer register for the land; and
- (b) the details of the transfer or vesting of the land.

Provision for recording of memorials on RFR land to be made

11A.18 The settlement legislation is to provide that:

Certificates identifying RFR land to be issued

11A.18.1 the chief executive of LINZ must:

- (a) issue to the Registrar-General of Land one or more certificates that specify the legal descriptions of, and identify the computer registers that contain:
 - (i) the RFR land for which there is a computer register on the settlement date; and

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- (ii) the RFR land for which a computer register is first created after the settlement date; and
 - (iii) land for which there is a computer register that becomes RFR land after the settlement date; and
- (b) provide a copy of each certificate to the governance entity as soon as reasonably practicable after issuing it; and
- 11A.18.2 a certificate issued under paragraph 11A.18.1 must:
- (a) state that is issued under the clause giving effect to this paragraph; and
 - (b) be issued as soon as reasonably practicable after:
 - (i) the settlement date, in the case of RFR land for which there is a computer register on settlement date; or
 - (ii) receiving notice under paragraph 11A.17 that a computer register has been created for the RFR land or that the land has become RFR land; and

Memorials to be recorded

- 11A.18.3 the Registrar-General of Land must, as soon as reasonably practicable after receiving a certificate issued under paragraph 11A.18.1, record on the computer register for the RFR land identified in the certificate that the land is:
- (a) RFR land as defined in paragraphs 11A.2 and 11A.3; and
 - (b) subject to this part (which restricts disposal, including leasing, of the land).

Provision for removal of memorials from RFR land to be made

11A.19 The settlement legislation is to provide that:

Certificates to be issued identifying land ceasing to be RFR land after transfer or vesting

- 11A.19.1 the chief executive of LINZ must:
- (a) before registration of the transfer or vesting of land described in a notice under paragraph 11A.17, issue to the Registrar-General of Land a certificate that:
 - (i) specifies the legal description of the land and identifies the computer register that contains that land; and
 - (ii) specifies the details of the transfer or vesting of the land; and
 - (iii) states that it is issued under this paragraph; and

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- (b) as soon as reasonably practicable after issuing a certificate, provide a copy of it to the governance entity; and

Memorials to be removed

- 11A.19.2 if the Registrar-General of Land receives a certificate issued under paragraph 11A.19.1, he or she must remove a memorial recorded under paragraph 11A.18.3 from any computer register for land identified in the certificate before registering the transfer or vesting described in the certificate.

Certificates to be issued identifying land ceasing to be RFR land on expiry of RFR period

- 11A.19.3 the chief executive of LINZ must:

- (a) as soon as reasonably practicable after the RFR period ends, issue to the Registrar-General of Land a certificate that:
- (i) identifies each computer register that has a memorial recorded on it under paragraph 11A.18.3; and
 - (ii) states that it is issued under this paragraph; and
- (b) provide a copy of each certificate to the governance entity as soon as reasonably practicable after issuing it; and

Memorials to be removed

- 11A.19.4 the Registrar-General of Land must, as soon as reasonably practicable after receiving a certificate issued under paragraph 11A.19.3, remove a memorial recorded under paragraph 11A.18.3 from any computer register identified in the certificate.

General provisions to be included

- 11A.20 The settlement legislation is to provide that:

Waiver and variation of rights to be permitted

- 11A.20.1 the governance entity may, by notice to an RFR landowner, waive any or all of the rights the governance entity has in relation to the landowner under this part; and
- 11A.20.2 the RFR landowner and the governance entity may agree in writing to vary or waive any of the rights each has in relation to the other under this part; and
- 11A.20.3 a waiver or agreement under paragraphs 11A.20.1 or 11A.20.2 is on the terms, and applies for the period, specified in it; and

Crown's ability to dispose of Crown bodies not affected

- 11A.20.4 this part does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body; and

Assignment of RFR right

- 11A.20.5 paragraph 11A.20.6 will apply if, at any time, an RFR holder:
- (a) assigns the RFR holder's RFR rights to an assignee in accordance with the RFR holder's constitutional documents; and
 - (b) has given the notices required by paragraph 11A.20.7;
- 11A.20.6 this part will apply, with all necessary modifications, to an assignee as if the assignee were the governance entity;
- 11A.20.7 an RFR holder must give a notice to each RFR landowner:
- (a) stating that the RFR rights of the RFR holder are to be assigned under paragraphs 11A.20.5 to 11A.20.8; and
 - (b) specifying the date of the assignment; and
 - (c) specifying the name of the assignee and, if assignees are the trustees of a trust, the name of the trust; and
 - (d) specifying the street or postal address or fax number or electronic address for notices to the assignee;
- 11A.20.8 in paragraphs 11A.20.5 to 11A.20.7:
- (a) assignee means one or more persons to whom an RFR holder assigns the RFR rights;
 - (b) constitutional documents means, as the case requires, the trust deed of the trustees or the constitutional document of an assignee;
 - (c) RFR holder means, as the case requires:
 - (i) the governance entity; or
 - (ii) an assignee;
 - (d) RFR rights means the rights and obligations provided for by or under this part.

Notice provisions to be specified

- 11A.21 The settlement legislation is to provide that a notice to or by an RFR landowner, or the governance entity, under this part:

Notice requirements

- 11A.21.1 must be in writing; and
- 11A.21.2 signed by:
- (a) the person giving it; or

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- (b) in the case of the governance entity, at least two of the trustees for the time being of the Te Tāwharau o Ngāti Pūkenga Trust; and
- 11A.21.3 addressed to the recipient at the street address, postal address, fax number or electronic address:
- (a) specified for the governance entity in accordance with this deed, in the case of a notice to the Te Tāwharau o Ngāti Pūkenga Trust; or
 - (b) specified by the RFR landowner in an offer made under paragraph 12.5, or in a later notice given to the governance entity, in the case of a notice to the RFR landowner; or
 - (c) at the national office of LINZ, in the case of a notice given to the chief executive of LINZ; and
- 11A.21.4 given by:
- (a) delivering it by hand to the recipient's street address; or
 - (b) posting it to the recipient's postal address; or
 - (c) faxing it to the recipient's fax number; or
 - (d) sending it by electronic means such as email; and
- 11A.21.5 despite paragraph 11A.21.1 to 11A.21.4, a notice that must be given in writing and signed, as required by section 11A.21.1 and 11A.21.2, may be given by electronic means as long as the notice is given with an electronic signature that satisfied section 22(1)(a) and (b) of the Electronic Transactions Act 2002; and

Time when notice received

- 11A.21.6 is to be treated as having been received:
- (a) at the time of delivery, if delivered by hand; or
 - (b) on the second day after posting, if posted; or
 - (c) at the time of transmission, if faxed or sent by other electronic means;
- 11A.21.7 however, is to be treated as having been received on the next business day if, under paragraph 11A.21.6, it would be treated as having been received:
- (a) after 5 pm on a business day; or
 - (b) on a day that is not a business day.

**SCHEDULE 3:
NEW PART 2A OF THE ATTACHMENTS**

2A. RFR LAND

Agency	Name of site	Location	Legal description
Ministry of Education	Tauranga Intermediate	Eighteenth Avenue Tauranga	4.3514 hectares, more or less, being Part Allotments 25, 26 and 27 Suburbs of Tauranga and Part Lot 2 DP 35258. Balance Proclamation S110844. 1.4308 hectares, more or less, being Allotments 143 and 144 Suburbs of Tauranga. All Gazette notice H066339.
New Zealand Defence Force	Army Centre	Eleventh Avenue, Devonport Road	0.4767 hectares, more or less, being Parts Lot 12 DP 969. All Gazette notice H222491.