

TERMS OF NEGOTIATION

BETWEEN

TAINUI TARANAKI KI TE TONGA LTD

as the mandated representative of

Ngāti Kōata

(represented by Ngāti Kōata Trust)

Ngāti Rārua

(represented by Ngāti Rārua Iwi Trust)

Ngāti Tama

(represented by Ngāti Tama Manawhenua ki te Tau Ihu Trust)

Te Ātiawa

(represented by Te Ātiawa Manawhenua ki te Tau Ihu Trust)

Wai 56 Claimants

(represented by Wakatu Inc.)

AND

THE CROWN

27 NOVEMBER 2007

TERMS OF NEGOTIATION BETWEEN TAINUI TARANAKI KI TE TONGA AND THE CROWN

1. Parties to the Terms of Negotiation

- 1.1 The parties to this document, known as the Terms of Negotiation, are the Crown, as defined in clause 5.3, and Tainui Taranaki ki te Tonga Ltd (hereafter referred to as TTT as defined in clause 5.9) on behalf of Ngāti Koata, Ngāti Rārua, Wai 56 claimants (as represented by Wakatu Incorporation), Ngāti Tama ki Te Tau Ihu and Te Ātiawa ki Te Tau Ihu.

2. Purpose of the Terms of Negotiation

- 2.1 The Terms of Negotiation:

- 2.1.1 set out the scope, objectives, general procedures and "ground rules" for the formal negotiation discussions the parties will conduct in order to settle the Claimants' Historical Claims (as defined in clause 5.6);
- 2.1.2 record the intentions of the parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice; and
- 2.1.3 are not legally binding and do not create a legal relationship. However, the parties acknowledge that each expects the other to use best endeavours to comply with the terms set out in this document during negotiations.

3. Guiding Principles

- 3.1 The parties agree to the following guiding principles for the negotiation of the Claimants' Historical Claims:

- 3.1.1 negotiations will be conducted in good faith and in the spirit of co-operation;
- 3.1.2 negotiations will be on a "without prejudice" basis;
- 3.1.3 the parties will seek to develop a constructive relationship, which enables them to work together to achieve the best outcomes, while recognising each other's legitimate interests;
- 3.1.4 both parties are equally responsible for ensuring negotiations are conducted properly and fairly;
- 3.1.5 both parties will endeavor to "own" the negotiations process and will be equally responsible for ensuring a negotiation environment that is culturally inclusive and empowering;
- 3.1.6 both parties will observe high standards of integrity, honesty and sincerity, including fair dealing and fostering a negotiating environment of mutual trust and confidence;
- 3.1.7 both parties must conduct themselves properly during negotiations and must comply with all agreed meeting procedures;
- 3.1.8 both parties acknowledge that meaningful communications and consultation processes are crucial for successful negotiations;
- 3.1.9 both parties acknowledge that each have particular interests and each will undertake to seek an outcome that reflects these interests; and

3.1.10 both parties agree to keep each other fully informed of matters relating to the subject of the negotiations, and seek to avoid surprises.

4. Objectives of the Negotiations

4.1 The parties agree that the primary objective of the negotiations will be to negotiate in good faith, a settlement of the Claimants' Historical Claims that:

4.1.1 is comprehensive, final, durable and fair in the circumstances;

4.1.2 will not:

(a) diminish or in any way affect any rights that Claimants have arising from Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, except to the extent that claims arising from those rights are settled; or

(b) extinguish or limit any aboriginal rights or customary rights that Claimants may have;

4.1.3 recognises the nature, extent and injustice of breaches of the Crown's obligations to Claimants under Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, and where appropriate, acknowledges the effect that these breaches have had on the economic, social, cultural and political well-being of Claimants;

4.1.4 will help provide a platform to assist Claimants to develop their economic base;

4.1.5 demonstrates and records that both parties have acted honourably and reasonably in negotiating the settlement;

4.1.6 will help enhance the ongoing relationship between the parties (both in terms of Te Tiriti o Waitangi/ the Treaty of Waitangi and otherwise); and

4.1.7 will help restore the honour of the Crown.

4.2 In addition, the Crown:

4.2.1 acknowledges that Claimants view the settlement as a means of enhancing the mana of Claimants;

4.2.2 acknowledges that Claimants view the settlement as a means of addressing the sense of grievance and restoring Claimants' faith and trust in the Crown;

4.2.3 acknowledges that Claimants view the settlement as a means of enhancing their social, cultural and political development;

4.2.4 confirms that the settlement is not intended to affect any decision, proposal or report of Te Ohu Kaimoana either under the Maori Fisheries Act 2004 or in respect of the "fisheries" deed dated 23 September 1992;

4.2.5 confirms that the settlement is not intended to affect any rights, decisions or processes under the Maori Commercial Aquaculture Claims Settlement Act 2004; and

4.2.6 confirms that the settlement is not intended to affect the Claimants' (including former owners and/or their descendants) rights, decisions or processes under the Public Works Act 1981 for land acquired under that Act.

5. Definitions

For the purpose of this agreement the following definitions apply:

5.1 "Claimants":

5.1.1 "Claimants" are the following Iwi or collective group composed of the "Descendants" of one or more of the "Recognised Tupuna", and includes any individual, whānau, hapū or group, or persons who have exercised customary rights in Te Tau Ihu o te Waka a Maui (Northern South Island) hereafter referred to as Te Tau Ihu:

- (a) Ngāti Koata; or
- (b) Ngāti Rārua; or
- (c) Ngāti Tama ki Te Tau Ihu; or
- (d) Te Ātiawa ki Te Tau Ihu.

5.1.2 The definition of "Claimants" may be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the parties.

5.2 "Recognised Tupuna":

5.2.1 "Recognised Tupuna" are those ancestors who resided in Te Tau Ihu on or after 6 February 1840, as identified on the "Original Tupuna Lists" of the following organisations:

- (a) Ngāti Koata Trust; and/or
- (b) Ngāti Rārua Iwi Trust; and/or
- (c) Wakatu Incorporation; and/or
- (d) Ngāti Tama Manawhenua ki Te Tau Ihu Trust; and/or
- (e) Te Ātiawa Manawhenua ki Te Tau Ihu Trust.

5.2.2 The Crown acknowledges that "Recognised Tupuna" may have exercised customary rights in Te Tau Ihu before 6 February 1840; and

5.2.3 **Appendix 1** clarifies "Original Tupuna Lists", "Descendants", "Direct Bloodline Successors", "Indirect Bloodline Successors", and "Excluded Persons and Organisations".

5.3 "Crown":

5.3.1 means the Sovereign in right of New Zealand; and

5.3.2 includes all Ministers of the Crown and all government departments; but

5.3.3 does not include:

- (a) an Office of Parliament; or
- (b) a Crown entity; or
- (c) a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

5.4 "Excluded Areas" means each of the following:

5.4.1 the North Island; and

5.4.2 the Chatham Islands.

- 5.5 "Excluded Claims" means each of the following:
- 5.5.1 a claim that a Claimant may have that is founded on a right arising as a result of being descended from an ancestor to whom clause 5.1.1 does not apply; and
 - 5.5.2 a claim that a Claimant may have in the "Excluded Areas" that is founded on a right arising as a result of being descended from an ancestor to whom clause 5.1.1 applies.
- 5.6 "Historical Claims" means:
- 5.6.1 all claims (whether or not the claims have been considered, researched, registered, notified or made) by Claimants or anyone representing Claimants, that:
 - (a) are founded on a right arising:
 - i. from Te Tiriti o Waitangi / The Treaty of Waitangi; or
 - ii. under legislation; or
 - iii. at common law (including customary law and aboriginal title); or
 - iv. from the law of equity (including from a fiduciary duty); or
 - v. otherwise; and
 - (b) arise from or relate to acts or omissions before 21 September 1992:
 - i. by or on behalf of the Crown; or
 - ii. by or under legislation.
 - 5.6.2 every claim to the Waitangi Tribunal to which clause 5.6.1 applies including:
 - Wai 56 – Nelson Tenths, Occupational Reserves, Wakatu Incorporation and the lands of the Ngāti Rārua Ātiawa Iwi Trust
 - Wai 102 – Te Rūnanganui o te Tau Ihu o Te Waka a Maui Inc
 - Wai 104 – Whakarewa Trust
 - Wai 124 – Waikawa Lands
 - Wai 220 – Whangamoā Blocks
 - Wai 262 – Indigenous Flora and Fauna claim (to the extent this claim applies to Claimants)
 - Wai 379 – Crown Land Purchases (Marlborough Sounds/Picton)
 - Wai 469 – Land and Fisheries of Ngāti Awa in the Northern South Island
 - Wai 566 – Ngāti Koata Land Claim
 - Wai 594 – Ngāti Rārua Iwi Claim
 - Wai 607 – Te Ātiawa/Ngātiawa Ki Te Tau Ihu Claim
 - Wai 648 – The George Heri Toms and Colonial Laws of Succession Claims
 - Wai 830 – Sandy Bay and Land Blocks at Marahau and Motueka Area
 - Wai 723 – The Ngāti Tama Manawhenua
 - Wai 851 – The Queen Charlotte Sound
 - Wai 920 – The Waikawa Block

Wai 921 – The Waikawa No. 1 Block

Wai 924 – Kinana Waikawa Village

Wai 927 – Bowdler Waikawa Village Block

Wai 935 – The Nelson and Land Information New Zealand

Wai 1002 – Descendants of Hohaia Trust and Te Ātiawa ki Motueka Trust

Wai 1005 – Te Ātiawa Marine Farming and Aquaculture Claim

Wai 1007 – Ngāti Koata Marine Farming and Aquaculture Claim

Wai 1043 – Wiremu Tapata and rightful successors to Inia Ohau through Hanna Ruku Tapata and Werawera Tapata

but does not include the "Excluded Claims".

- 5.7 Subject to the matters set out in clause 7, "Mandate" means the authority given by the Claimants to TTT (**Appendix 2**) to enter into negotiations with the Crown and "Mandating" refers to the process by which the Claimants gave TTT the authority to represent them.
- 5.8 "Mandated" refers to all those persons who are named in the Deed of Mandate of TTT and who as a group were given the authority by the Claimants to enter into negotiations with the Crown so as to achieve a settlement of the Historical Claims of the Claimants.
- 5.9 "Tainui Taranaki ki te Tonga Ltd" (TTT) is the entity that the Crown recognises the mandate of to negotiate the Historical Claims on behalf of the Claimants.
- 5.10 "Te Tiriti o Waitangi / The Treaty of Waitangi" means Te Tiriti / The Treaty as set out in the First Schedule to the Treaty of Waitangi Act 1975 and includes the principles of Te Tiriti / The Treaty.
- 5.11 "Wai" is the prefix to a claim filing number allocated by the Waitangi Tribunal to each claim registered with the Waitangi Tribunal.

6. Interpretation

- 6.1 In the interpretation of this agreement, unless the context otherwise requires, where a word or expression is defined in this agreement other parts of speech and grammatical forms of that word or expression have corresponding meanings.

7 Matters Concerned with the TTT Mandate

- 7.1 TTT is the mandated organisation, and will re-affirm that mandate at agreed milestones and/or junctions.
- 7.2 If representation issues arise during negotiations that cannot be resolved by agreement within the Claimants community, the Crown will discuss with TTT a process to address those issues.
- 7.3 TTT and the Office of Treaty Settlements (OTS) agree to keep each other informed and provide relevant information on the state and maintenance of TTT's mandate.

8. Subject Matter For Negotiation

- 8.1 The parties will together agree upon subject matters to be negotiated. Any party may raise for discussion subject matters for negotiation in addition to those agreed upon. This will include historical grievances held by Claimants resulting from the delegation of Crown authority.
- 8.2 The list of subject matters to be discussed will include the following categories of redress:
- 8.2.1 the Crown's apology and acknowledgements;
 - 8.2.2 cultural redress; and
 - 8.2.3 financial and commercial redress.
- 8.3 The parties will explore ways in which to facilitate the relationship between TTT and local authorities in Te Tau Ihu.

9. Stages of Negotiation Process

- 9.1 TTT and the Crown agree that the stages of the negotiation process will be in accordance with the following:

Agreement in Principle

- 9.1.1 the signing of an Agreement in Principle which will outline, in principle, the scope and nature of the settlement redress proposed for the Deed of Settlement;

Initialed Deed of Settlement

- 9.1.2 the initialing of a Deed of Settlement by TTT and the Crown. The Deed of Settlement will set out the terms and conditions of the settlement of the Historical Claims of the Claimants;

Ratification

- 9.1.3 the presentation of the initialed Deed of Settlement to the Claimants for ratification (in a manner to be agreed by the parties);

Deed of Settlement Signed if Ratified

- 9.1.4 the signing of the Deed of Settlement by mandated signatories on behalf of the Claimants, and by a representative of the Crown. The Deed signing will only occur if the Claimants ratify the Deed of Settlement;

Governance Entity or Entities Ratified

- 9.1.5 the approval by the Crown, and the ratification by the Claimants, of a governance entity or entities to represent the Claimants, and receive and manage the settlement redress; and

Settlement Legislation Passed

- 9.1.6 the passage of the settlement legislation. The settlement of the Historical Claims of the Claimants will be effective once the settlement legislation receives the Royal Assent. The settlement legislation can include any special or specific items of redress that relate to a particular Claimant named in clause 5.1.1.

10 Historical Claims Settlement Outcomes

- 10.1 TTT and the Crown agree that settlement of the Historical Claims will enable the following:
- 10.1.1 an appropriate representative of the Crown to give an oral and written apology in an agreed form, at an agreed location, on an agreed date;
 - 10.1.2 the receipt of appropriate cultural, financial and commercial redress by the governance entity or entities;
 - 10.1.3 to help facilitate the way forward for the continuing relationship between the Claimants and the Crown;
 - 10.1.4 the final settlement of the Historical Claims of the Claimants, and the release and discharge of the Crown's obligations and liabilities in respect of those Historical Claims;
 - 10.1.5 the removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the Historical Claims, the Deed of Settlement, the redress provided, or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation);
 - 10.1.6 the discontinuance of OTS's land bank arrangement for the protection of potential settlement properties for the benefit of the Claimants except in the Excluded Areas;
 - 10.1.7 the discontinuance of any legal proceedings before the courts or the Waitangi Tribunal in relation to the Historical Claims; and
 - 10.1.8 in respect of the Historical Claims, except in respect of the Excluded Areas, the removal of any resumptive memorials from titles to land subject to the State Owner Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forests Assets Act 1989, and the Education Act 1989 and for statutory protection for claims against the Crown to be removed for the benefit of the Claimants.

11. Overlapping Interests

- 11.1 TTT and the Crown agree that:
- 11.1.1 the overlapping interests of other Iwi groups in respect of redress will need to be addressed through a transparent process to the satisfaction of TTT and the Crown before a Deed of Settlement can be concluded; and
 - 11.1.2 certain items of redress provided to the Claimants as part of the Deed of Settlement may need to reflect the importance of an area or feature to other Iwi groups.
- 11.2 TTT will discuss the interests of Claimants with overlapping Iwi groups at an early stage in the negotiation process and will endeavor to establish a process by which they can reach agreement on how such interests can be addressed.
- 11.3 The Crown may assist TTT as it considers appropriate and will carry out its own consultation with overlapping Iwi groups.

- 11.4 The parties will explore appropriate redress in relation to the Claimants' Historical Claims and their interests and associations within the extent of the Claimants' Claim Area. (The Claim area is shown in the 'Definition of Claim Area' included as Part 3.0 of the Deed of Mandate attached to the Terms of Negotiation as Appendix 2.)

12. Communications

- 12.1 The parties will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the Claimants informed, but also the need for confidentiality regarding third parties.
- 12.2 Media statements concerning the negotiations will only be made when mutually agreed by both parties, with the Chair and Project Manager of TTT being the only approved representatives to speak on behalf of TTT.
- 12.3 OTS will endeavour to inform TTT about any Crown proposal that arises during the course of negotiations to dispose of Crown-owned land within TTT's area of interest.

13. Not bound until Deed of Settlement

- 13.1 The parties acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until embodied in a Deed of Settlement.

14. Governance Entity or Entities for Settlement Redress

- 14.1 TTT and the Crown agree that an appropriate legal governance entity or entities will be established and ratified by the Claimants in a manner to be agreed by the parties.
- 14.2 The governance entity or entities must adequately represent the Claimants, have transparent decision making and dispute resolution processes, and be accountable to the Claimants.

15. Claimant Funding

- 15.1 The parties acknowledge that the Crown will make a contribution to the negotiation costs of TTT. This contribution will be paid in installments for the achievement of specified milestones in the negotiation process.
- 15.2 TTT will adhere to OTS's claimant funding policy guidelines. In particular, before each installment of claimant funding is approved, TTT will provide the Crown with invoices that demonstrate that the previous installment of claimant funding was applied to negotiation expenses.
- 15.3 TTT will also provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, certifying that the funding has been spent on the negotiations.

16. Waiver of Others Avenues of Redress

- 16.1 The parties acknowledge that these negotiations are intended to effect the settlement of all issues relating to the Historical Claims and that litigation by either of them connected with the Historical Claims would be prejudicial and may cause the negotiations to cease. The parties agree, therefore, that while these negotiations are continuing neither of them will initiate or pursue before any court or tribunal any legal proceedings related to the Historical Claims.

- 16.2 In the event that the negotiations are unable to reach a satisfactory result, then the Crown acknowledges that TTT may choose to initiate or pursue, before any court or tribunal, any proceedings for redress covering all or part of the same subject matter as the negotiations.
- 16.3 TTT agrees that it will provide the Crown with 10 business days notice before initiating or pursuing any such proceedings.
- 16.4 Proceedings will be deemed to have been initiated or pursued on the filing and service of the requisite paperwork with the relevant court or tribunal on the proceeding in question.
- 16.5 Both parties may withdraw from negotiations at any stage.

17. Procedural Matters

- 17.1 The parties agree that:
 - 17.1.1 negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;
 - 17.1.2 negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982, or where the parties are required to release information in the normal practice and procedure associated with any form of litigation;
 - 17.1.3 mediation may be a part of the negotiation process;
 - 17.1.4 there may be times during the negotiation when TTT wishes to discuss particular matters directly with the Minister in Charge of Treaty of Waitangi Negotiations (along with other Ministers as appropriate). TTT will notify OTS when this situation arises, and OTS will raise TTT's request with the Minister(s);
 - 17.1.5 for the purpose of promoting goodwill and transparency, the Minister in Charge of Treaty of Waitangi Negotiations and TTT Directors and/or Negotiators will meet at key milestones or junctions in the negotiations process. The Minister may wish to invite other Ministers, such as the Minister of Conservation, Minister of Finance or the Minister of Māori Affairs, to attend the meetings. TTT will also write to the Minister in Charge of Treaty of Waitangi Negotiations (and other relevant Ministers) every six months, informing the Minister(s) of progress in the negotiation;
 - 17.1.6 early in the negotiation process both parties will discuss TTT's redress interests and the Crown's policies in respect of those interests. Based on these discussions, the OTS will also provide information (such as reports, plans, maps, documents, titles, gazette notices etc) on relevant Crown assets potentially available for redress, including possible transfer, in a settlement;
 - 17.1.7 the parties will endeavor to ensure that the location of meetings will be suitable and convenient to both parties and both parties will be jointly responsible for compiling all Records of Negotiations at each meeting held; and
 - 17.1.8 the parties recognise the importance of using Te Reo Māori in the negotiations and, where appropriate, TTT will provide the Crown with adequate notice when a translator is required in the negotiations.
- 17.2 TTT also desires to provide for the involvement of particular Claimants in negotiations with the Crown for the settlement of specific claims.

18. Amendments

- 18.1 The parties acknowledge that it may be necessary to amend these Terms of Negotiation from time to time and agree that no amendment is effective until approved by both parties and recorded in writing.

Signed this 27 day of November 2007

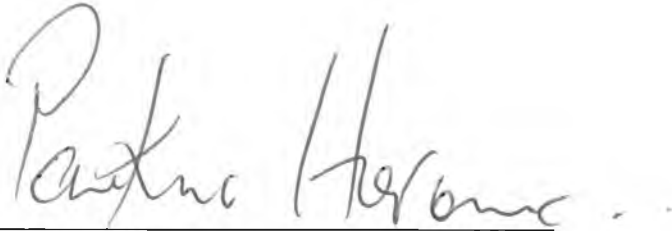
For and on Behalf of the Crown:



Hon Dr Michael Cullen

Minister in Charge of Treaty of Waitangi Negotiations

Witnesses:



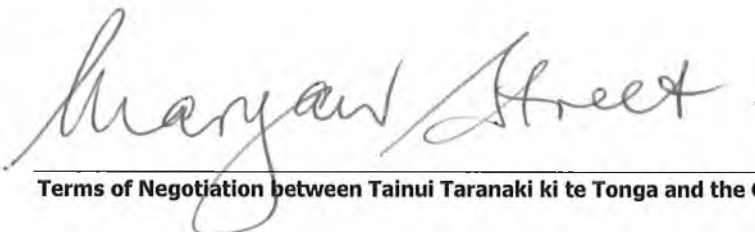
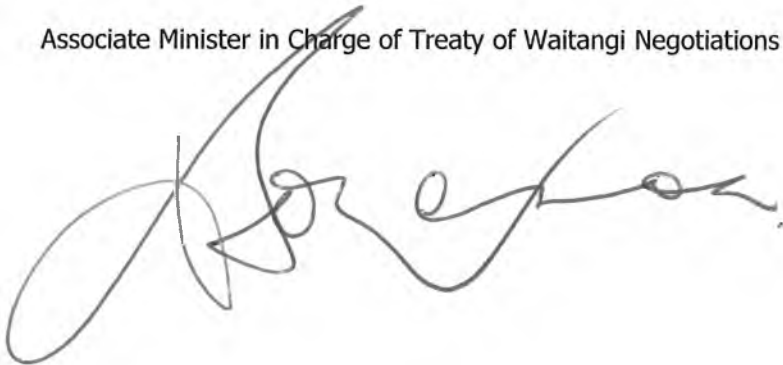
Hon Parekura Horomia

Minister of Māori Affairs



Hon Mita Ririnui

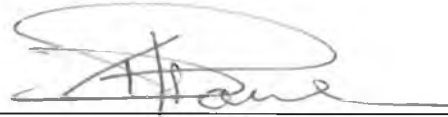
Associate Minister in Charge of Treaty of Waitangi Negotiations



For and on Behalf of Tainui Taranaki ki te Tonga Ltd:



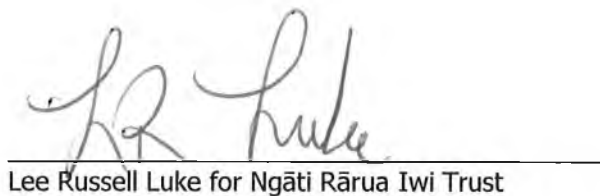
Roma Hippolite for Ngāti Koata Trust



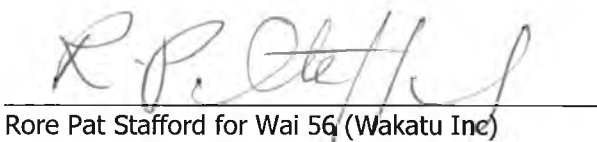
Dion Kingi Paul for Ngāti Koata Trust



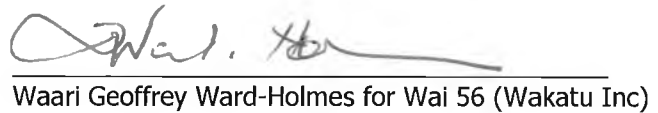
Barry Matthew Mason for Ngāti Rārua Iwi Trust



Lee Russell Luke for Ngāti Rārua Iwi Trust



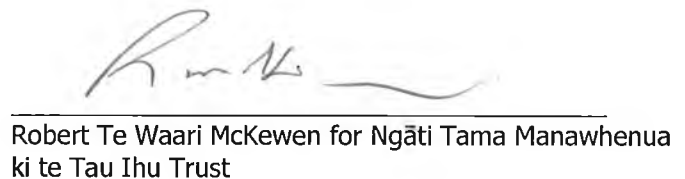
Rore Pat Stafford for Wai 56 (Wakatu Inc)



Waari Geoffrey Ward-Holmes for Wai 56 (Wakatu Inc)



Fred Te Miha for Ngāti Tama Manawhenua ki te Tau Ihu Trust



Robert Te Waari Mckewen for Ngāti Tama Manawhenua ki te Tau Ihu Trust



Vicar General Archdeacon Harvey Te Hare Ruru for Te Ātiawa Manawhenua ki te Tau Ihu Trust



Sharon Ellen Barcello-Gemmell for Te Ātiawa Manawhenua ki te Tau Ihu Trust

Witnesses:

John E. G. A.
John Whetton
John R. Kippel

Phage
Adura

Appendix 1.

The information below provides further clarification as to the meaning of "Original Tupuna Lists", "Descendants", "Direct Bloodline Successors", "Indirect Bloodline Successors", and "Excluded Persons and Organisations":

- 1 The "Original Tupuna Lists" have been compiled from various sources, including:
 - 1.1 Whakapapa and whakapapa books; and/or
 - 1.2 Native (Māori) Land Court records; and/or
 - 1.3 Baptism and Marriage records; and/or
 - 1.4 Lists of Recipients of Gifts from the New Zealand Company in 1842 and 1843; and/or
 - 1.5 The List of Original Owners (circa 1841) of the South Island Tenths Reserves (also known as the "Nelson Tenths Reserves" or the "Nelson and Motueka Tenths Reserves"); and/or
 - 1.6 The List of Successors (Alive in 1893) to the Original Owners of the South Island Tenths Reserves; and/or
 - 1.7 The Lists of Signatories to Crown Deeds of Purchase lands in Te Tau Ihu; and/or
 - 1.8 The Lists of Original Owners of the Native Occupation Reserve lands in Te Tau Ihu and Te Tai Poutini (Westland), as established by:
 - (a) Land Commissioner William Spain in 1844; and/or
 - (b) Magistrate Donald Sinclair in 1848; and/or
 - (c) The Board of Management of the Nelson Native Reserves in 1849; and/or
 - (d) Chief Land Purchase Commissioner Donald Maclean or his designated agents in 1855 and 1856; and/or
 - (e) Assistant Native Secretary James Mackay Jr in 1862; and/or
 - (f) Native Reserves Commissioner Alexander Mackay.
 - 1.9 Lists of Signatories of other official instruments; and/or
 - 1.10 Censuses of residents of pa and kainga in Te Tau Ihu conducted at various times from circa 1845; and/or
 - 1.11 Lists of those Original Owners of the South Island Landless Native Reserves who affiliate to the Iwi defined in clause 5.1.1; and/or
 - 1.12 Other sources yet to be defined.
- 2 A "Descendant" is a person related to a "Recognised Tupuna" as defined in clause 5.2 by being:
 - 2.1 a "Direct Bloodline Successor"; or
 - 2.2 an "Indirect Bloodline Successor"; or
 - 2.3 legally adopted; or
 - 2.4 adopted by Māori customary practice in accordance with the tikanga (customs) of the particular Iwi named in clause 5.1.1 to which the particular "Recognised Tupuna" belongs.
- 3 "Direct Bloodline Successor" is a person who can demonstrate direct biological descent from a "Recognised Tupuna".

- 4 The cases of death without issue, of a "Recognised Tupuna" or of a "Direct Bloodline Successor" to a "Recognised Tupuna", require special consideration. The Successor of an interest or estate of such a deceased person may be admitted as a "Claimant" as an "Indirect Bloodline Successor" provided that:
- 4.1 The Successor is affiliated to the same Iwi named in clause 5.1.1, as the particular "Recognised Tupuna" from whom that interest derives; and that
 - 4.2 The Successor can identify direct ancestors who have maintained a connection to an interest or estate in Te Tau Ihu through descent from one or more other "Recognised Tupuna".
- 5 "Excluded Persons and Organisations"
- 5.1 For the avoidance of doubt, excluded persons and organisations as defined below, will not be recognised as Claimants for the purposes of this Terms of Negotiation and settlement.
 - 5.2 There are a number of individual persons and organisations who do not meet any of the above criteria, but nevertheless hold an interest or interests in Te Tau Ihu, such as shares in Wakatu Incorporation and/or shares in one or more Native Reserve lands. Such persons and organisations have become possessed of such an interest or interests, not through exercise of any Māori authority, right or entitlement, but either:
 - (a) Through gifts, wills, sales, payments of debts, or other actions of "Recognised Tupuna" or "Descendants" of "Recognised Tupuna"; or
 - (b) Through the granting by the Native (Māori) Land Court of succession to such an interest or interests to persons who do not meet the criteria of clauses 1, 2 and 4 of this Appendix.

Appendix 2: Tainui Taranaki ki te Tonga, The Deed of Mandate (excluding appendices)



TAINUI TARANAKI

ki te Tonga

Ngāti Koata, Ngāti Rārua, Wakatu, Ngāti Tama, Te Ātiawa

DEED OF MANDATE

14 December 2005



TAINUI TARANAKI

ki te Tonga

Ngāti Koata, Ngāti Rārua, Wakatu, Ngāti Tama, Te Ātiawa

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F	Tenths Reserve List – Successors Alive (1893)
G	Tainui Taranaki ki te Tonga Ltd – Constitution
I	Ngati Koata no Rangitoto ki te Tonga Trust Deed
J	Ngati Rarua Iwi Trust Deed
K	Wakatu Incorporation Order 1977
L	Ngati Tama Manawhenua ki te Tau Ihu Trust Deed
M	Te Atiawa Manawhenua ki te Tau Ihu Trust Deed
N	Mandate Hui PowerPoint Presentation
O	Mandate Hui Minutes (November 2005)
P	Mandate Hui Attendance Registers (November 2005)
Q	Mandate Hui Newspaper Advertisement and Placements
R	Tainui Taranaki ki te Tonga - Panui No 3 and No 4
S	Schedule of Postal Votes Received (NB: available on request)
T	Information Hui Minutes (October 2005)
U	Information Hui Registers (October 2005)
V	Information Hui PowerPoint Presentation
W	Mandate Hui voting form



TAINUI TARANAKI

ki te Tonga

Ngāti Koata, Ngāti Rārua, Wakatu, Ngāti Tama, Te Ātiawa

1.0 - Definition of the Claimant Group

The Tainui Taranaki ki te Tonga claimants are members of one or more of the following iwi whom individually and collectively hold manawhenua in Te Tau Ihu o te waka a Maui. The Tainui Taranaki ki te Tonga iwi are;

- Ngati Koata
- Ngati Rarua
- Ngati Tama
- Te Atiawa

The hapu of Ngati Rarua are; Ngati Paretona, Ngati Pareteata, Ngati Turangapeke, Ngati Tuwaikoia.

The hapu of Te Atiawa are; Manukorihi, Puketapu, Ngati Rahiri, Ngatitewhiti, Mitiwai, Kaitangata.

The marae of Ngati Koata, Ngati Rarua, Ngati Tama and Te Atiawa in Te Tau Ihu are;

- Onetahua (Golden Bay)
- Te Awhina (Motueka)
- Whakatu (Nelson)
- Pareraru (Blenheim)
- Waikawa (Picton)
- Wairau (Blenheim)

Furthermore the claimant group only consists of those individual Iwi members who descend from one or more Tupuna who resided in Te Tau Ihu o te waka a Maui between 1820 and 1840 and whose names are listed in each of the Iwi Tupuna lists noted below;

- Ngati Koata Iwi List (refer to Appendix A)
- Ngati Rarua Iwi List (refer to Appendix B)
- Ngati Tama Iwi List (refer to Appendix C)
- Te Atiawa Iwi QCS Combined List (refer to Appendix D)
- Tenth Reserve List - Original Owners (1840's) (refer to Appendix E)
- Tenth Reserve List - Successors Alive (1893) (refer to Appendix F)

Tainui Taranaki ki te Tonga Limited is the representative body of the claimant group that is Mandated to negotiate and achieve settlement of historical grievances with the Crown.



TAINUI TARANAKI

ki te Tonga

Ngāti Koata, Ngāti Rārua, Wakatu, Ngāti Tama, Te Ātiawa

2.0 - Definition of Historical Claims

Tainui Taranaki ki te Tonga historical claims means all claims (whether or not researched, registered or notified) made at any time by Tainui Taranaki ki Tonga whanui claimants or anyone representing them, that are founded on breaches of Treaty of Waitangi rights based on New Zealand law or Customary law and which arise from or relate to acts or omissions before 21 September 1992 by the Crown or by legislation.

The registered claims presented to the Waitangi Tribunal in the past have included;

Wai Number	Name of Claim
WAI 56	In the names of Rore Stafford and Hepa Solomon on behalf of the descendants of the Original owners of the South Island Tenths Estate.
WAI 102	Originally lodged in 1989 by Te Runanganui o Te Tau Ihu o Te Waka a Maui, under the names of members of its Kaumatua Council, on behalf of the members of the then constituent iwi. Many of the claims issues raised in WAI-102 were absorbed into individual iwi claims, but those particularly relating to Tenths Reserves, were joined to WAI 56 for and on behalf of uri of Ngati Koata, Ngati Rarua, Ngati Tama and Te Atiawa.
WAI 566	In the names of James Hemi Elkington, Josephine Mary Paul, Joseph Ruruku Hippolite, Rawenata Gieger, Priscilla Paul, Carl Elkington, Nohorua Kotua and Louisa Walker on behalf of themselves and Ngati Koata no Rangitoto ki te Tonga.
WAI 594	In the names of W Stafford, R Thomas, B Mason, S Gemmel, J Morgan, R Stephens and A Philips on behalf of the Ngati Rarua Iwi.
WAI 607	In the names of Patrick Park, Jane du Feu, Archdeacon Harvey Ruru, Susan Park, Glenice Paine, Diana Beech, Marama Burgess and Dawn McConnell, Susan Buchanan and John McGregor on behalf of Te Atiawa ki te Tau Ihu concerning the alienation of the lands and resources of Te Atiawa.
WAI 723	In the names of J Mason, M Stevens, K Stephens, F Te Miha, R Ropata, J Myers, J Ward-Holmes, R Mason on behalf of Ngati Tama Manawhenua ki te Tau Ihu.



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2.0 - Definition of Historical Claims (Cont)

Wai Number	Name of Claim
WAI 104	The Whakarewa Trust claim by H Ruru.
WAI 124	The Waikawa lands claim by NKW Tahuaroa.
WAI 469	Land and Fisheries of Ngati Awa (in northern South Island) claim by E Chambers.
WAI 830	The Sandy Bay and land blocks at Marahau and Motueka area claim by R Taylor.
WAI 851	The Totaranui (Queen Charlotte Sounds) claim by C Herberley, M Love, J Marks, J Love and E Chambers (jnr).
WAI 924	The Waikawa Village claim by V Keenan.
WAI 935	The Nelson land & information (LINZ) claim by Dr J Mitchell and A Stephens.
WAI 1002	Te Atiawa ki Motueka northern South Island claim by G Georgeson.
WAI 1005	Te Atiawa marine farming and aquaculture claim by B Norton.
WAI 1007	The Ngati Koata marine farming and aquaculture reform claim by J Hippolite.
WAI 220	The Whangamoia blocks claim by R Hippolite.
WAI 379	The Crown purchases claim by Sir M Love, RHN Love and N Gilmore.
WAI 920	The Waikawa block claim by R Powick.
WAI 921	The Waikawa No1 block claim by N Noble.
WAI 927	The Bowdier Waikawa Village block claim by L Bowdier.
WAI 1043	On behalf of the descendants of Ihia Ohau by Hana Ruka and Werawera Tapata claim lodged by W Stafford.
WAI 262	The indigenous Flora and Fauna claim.
WAI 796 / 852	The Petroleum claim



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Ngāti Koata, Ngāti Rārua, Wakatu, Ngāti Tama, Te Ātiawa

3.0 - Definition of the Claim Area

The area (takiwa) of claim for Tainui Taranaki ki te Tonga whanui embraces all of the northern South Island to the north of the 1990 Maori Appellate Court boundary which runs from Kahurangi point in the west to Lake Rotoroa and then to Te Parinui o Whiti (White Bluffs) in the east. In addition to this, our area of claims also encompasses the West Coast (Te Tai Poutini) of the South Island from Kahurangi Point in the north to Arawhata (Jacksons Bay) in the South.



While many of the claims presented to the Waitangi Tribunal by members of Tainui Taranaki ki te Tonga affect interests in lands within the above takiwa, many other grievances relate to non-geographic matters stemming from the adverse impacts of acts, omissions, policies, statutes and practices of the Crown and its agents.



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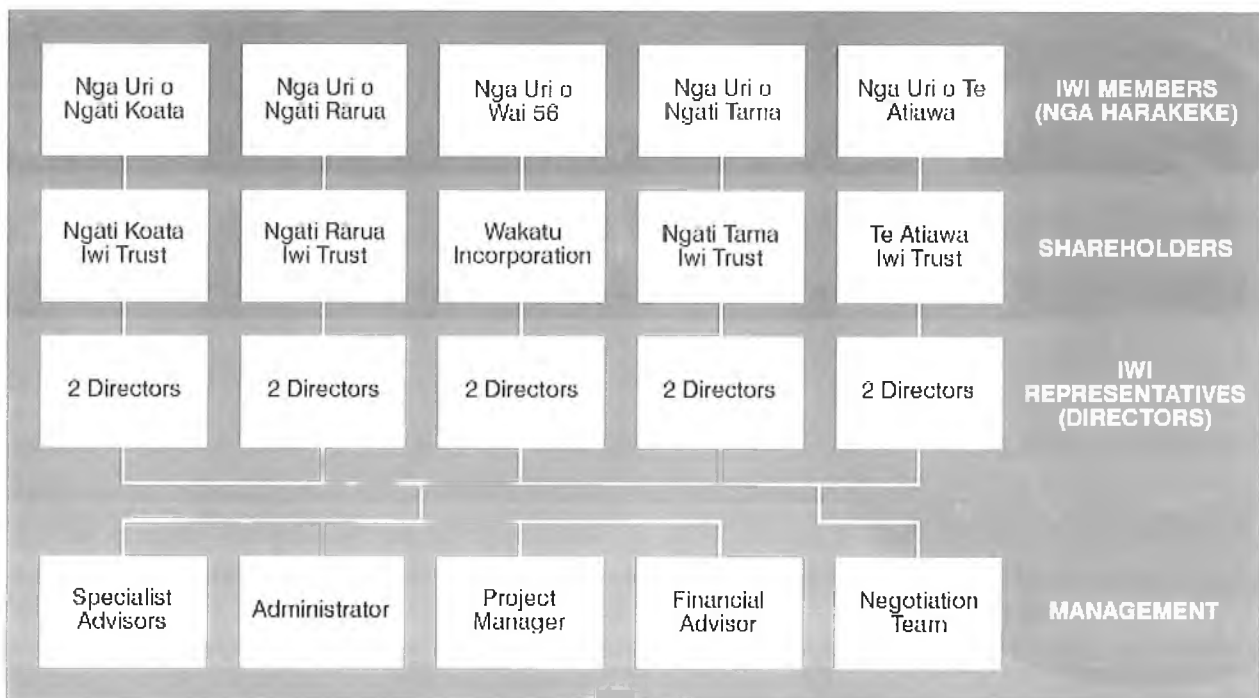
4.0 - The Mandated Organisation

Tainui Taranaki ki te Tonga Limited has received mandate from its iwi members and this was achieved by holding five information hui during 14th to 16th October 2005, followed by fourteen mandating hui (refer to Mandate Section 5) throughout Aotearoa during 14th to 30th November 2005.

Tainui Taranaki ki te Tonga Limited is a limited liability company with charitable tax status. The company was incorporated on the 11 August 2005 and its principal objective is to be the Mandated body to negotiate the comprehensive settlement of historic treaty claims on behalf of its constituents. Tainui Taranaki ki te Tonga has a specific constitution (refer to appendix G) designed to achieve this aim.

The shareholders of Tainui Taranaki ki te Tonga Ltd are made up of the five established legal entities based in Te Tai Ihu as follows:

- Ngāti Koata no Rangitoto ki te Tonga Trust
- Ngāti Rārua Iwi Trust
- Wakatu Incorporation (Wai 56)
- Ngāti Tama Manawhenua ki te Tau Ihu Trust
- Te Ātiawa Manawhenua ki te Tau Ihu Trust



Tainui Taranaki ki te Tonga Limited organisation chart

Deed of Mandate (last amendment 30 June 2006)



TAINUI TARANAKI ki te Tonga

Ngāti Koata, Ngāti Rārua, Wakatu, Ngāti Tama, Te Ātiawa

4.0 - The Mandated Organisation (continued)

All of these entities have been set up with their own constitution (refer to Appendix I, J, K, L or M), governing board and management structure. The Trustees of each shareholding entity have been repeatedly mandated at their respective AGMs by their registered beneficiaries (Harakeke) to act on their behalf in progressing claims to the Waitangi Tribunal, and in electing their two Directors to the Board of Tainui Taranaki ki Te Tonga Ltd.

The five entities hold equal shares in the company with each body having the right to nominate two of its members to sit as Directors (and Iwi Representatives) on the Board of Tainui Taranaki ki te Tonga Ltd. The individual Directors recommended by iwi Trustees have been given a confirmatory mandate by special resolutions passed at AGMs or SGMs of their respective harakeke.

The Wai56 claimant is the Wakatu Incorporation. In 2005 it has been agreed by all of the shareholders of Tainui Taranaki ki te Tonga that the Wakatu Incorporation will carry the role of Kaitiaki of Wai56 (South Island tenths claim) and it will do this on behalf of Ngati Koata, Ngati Rarua, Ngati Tama and Te Atiawa whanui.

The current Directors of Tainui Taranaki ki te Tonga as nominated by their respective shareholders are;

- Roma Hippolite (Ngati Koata)
- Dion Paul (Ngati Koata)
- Molly Luke (Ngati Rarua)
- Barry Mason (Ngati Rarua)
- Rore Stafford (Wakatu Incorporation)
- Waari Ward Holmes (Wakatu Incorporation)
- Fred Te Miha (Ngati Tama)
- John Mitchell (Ngati Tama)
- Dawn McConnell (Te Atiawa)
- Harvey Ruru (Te Atiawa)

Fundamental Decisions and Management Decisions

Decisions within Tainui Taranaki ki te Tonga have been separated into two categories. One type are called Fundamental decisions and the other type are called Management decisions. The Fundamental decisions are considered particularly critical to the success of the overall claims process and to the claims (and claimant groups) that are being represented. These decisions are not necessarily able to be made by the Board of Directors and will therefore be referred back to all Iwi members for consideration via Hui a Iwi (Refer to Section 5 for the examples of Fundamental decisions). In contrast, the Management decisions relate more to day to day operational activities such as managing negotiations with the Crown,



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4.0 - The Mandated Organisation (continued)

employment of staff, financial control, managing communications, appointment of consultants, dealing with stakeholders, dealing with Crown agencies etc.

A shareholder protective mechanism adopted within Tainui Taranaki ki te Tonga is unanimous decision making at Board level. This means that full voting support has to be given to any board resolution. Furthermore each of the Directors is allowed to represent the interests of the shareholder who put them on the board. What this means is that majority decision making cannot occur, Directors can represent the interests of their own shareholders but board resolutions cannot proceed without unanimous support. This process recognises that both Directors and Shareholders from time to time will have to make accommodations or compromise by negotiation in order to maintain momentum in the claims process.

Harakeke Participation and Involvement

Members from each of the Iwi who can whakapapa to a Tupuna named in any of the Iwi or Tenths Reserves Tupuna lists will be entitled to benefit from the Settlement. However they must be enrolled with their Iwi Trust. Enrolment will also mean that Harakeke are entitled to attend and vote at meetings of their Iwi Trust or participate in postal votes including the election of Trustees and the formulation of policies under which each Trust conducts its affairs. Tainui Taranaki ki te Tonga is committed to supporting its shareholders in growing their respective Iwi membership databases over the next 4 to 6 years which is the time frame in which our settlement is expected to take place.

Harakeke are entitled to attend meetings of Tainui Taranaki ki Te Tonga Ltd and participate in the voting on formal resolutions, including those relating to the mandating of the Company and its Iwi Representatives (Directors) to conduct negotiations with the Crown on behalf of their Iwi/Hapu/whanau, and to the acceptance of any offers received from the Crown as a basis for the settlement of Iwi/Hapu/whanau Claims.

Shareholder Withdrawal

1. The Constitution of Tainui Taranaki ki te Tonga Ltd recognises a shareholder may withdraw from the company upon formal notice being given to the company (clause 5.2 of the Constitution).
2. Prior to sending formal notice of withdrawal, the iwi or Wakatu Incorporation will hold not less than two (2) hui-a-iwi which may comprise an AGM and SGM in terms of the formal procedures set down in each shareholder's respective constitution. Notification of such Hui will clearly explain the reason for the hui-a-iwi with a clear resolution as to the intention to withdraw the group's mandate to TTKTT Ltd.



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4.0 - The Mandated Organisation (continued)

3. Upon receipt of a formal notice from the iwi or Wakatu Incorporation advising of the group's intention to withdraw their mandate, the Board of TTKTT Ltd shall consider the matter and resolve whether the withdrawal should be treated as a management decision or a Fundamental Decision within the constitution. The Board of TTKTT will accept the withdrawal of a shareholder as a management decision when documentary proof has been provided by that shareholder in accordance with clause 2 above.
4. Alternatively, in the event the Board determines the acceptance of the withdrawal as a Fundamental Decision, then they shall follow the process as provided for in the Constitution.
5. The effect of withdrawing from TTKTT Ltd will be:
 - Tainui Taranaki ki te Tonga Ltd will no longer represent the Waitangi Tribunal claims of that shareholder, or speak on their behalf on claims matters.
 - Tainui Taranaki ki te Tonga Ltd will return all claims related information or material that is specifically owned by that shareholder.
 - Any unspent money in Tainui Taranaki ki te Tonga Ltd will remain the property of Tainui Taranaki ki te Tonga Ltd.

Amendments to this Deed of Mandate

The process for changing the Deed of Mandate will consist of the board of Tainui Taranaki ki te Tonga Ltd agreeing whether any such change or changes requires a management decision to be made or a fundamental decision to be made. As described in this Deed of Mandate, Management decisions are made by the Board of Tainui Taranaki ki te Tonga Ltd whereas Fundamental decisions are referred back to Iwi members via Hui a Iwi.

Removal of a Director

If any Iwi member(s) wants to remove a Director from Tainui Taranaki ki te Tonga Limited, then the Iwi member must first be registered with the Iwi Trust (or be an ancestral shareholder of Wakatu Incorporation) that has nominated that particular Director. Following this, they must seek sufficient support by way of votes at either an Annual General Meeting or Special General Meeting (Hui a Iwi) for the Director to be removed from Tainui Taranaki ki te Tonga. This process for calling and holding such meetings will be in accordance with the respective constitution as applies for each of the shareholders of Tainui Taranaki ki te Tonga (refer to appendix I, J, K, L or M).

Aim of the Settlement

The principal aim of Tainui Taranaki ki te Tonga is to negotiate a fair and final settlement with the Crown. When this objective has been achieved then it is planned at some point that the company will be closed down and the settlement proceeds transferred to another post settlement receiving entity (or entities) which has yet to be decided by Iwi members (Refer to Fundamental decisions in Section 5).



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4.0 - The Mandated Organisation (continued)

The registered offices of Tainui Taranaki ki te Tonga are located at;

PO Box 13
5 Duncan St, Nelson
Free: (0800) 088 588
Fax: (03) 539 0492
Email: admin@tainuitaranaki.co.nz
Web: www.tainuitaranaki.co.nz



TAIUI TARANAKI

ki te Tonga

Ngāti Koata, Ngāti Rārua, Wakatu, Ngāti Tama, Te Ātiawa

5.0 - Mandate

Five Information Hui and fourteen Mandating Hui were held throughout Aotearoa in October and November 2005 respectively to confirm the mandate from Iwi members for Tainui Taranaki ki te Tonga to enter into negotiations with the Crown for the comprehensive settlement of historical Treaty of Waitangi claims. The Information Hui were deployed as precursors to the Mandate Hui. Furthermore the Information Hui preceded the launch of both the Tainui Taranaki ki te Tonga website and the mail out to Iwi members of the glossy Information Booklet titled "TE ARA TAPU – OUR JOURNEY TO SETTLEMENT". The Minutes and Attendance Registers for the Information Hui held between 14th and 18th October 2005 are attached as Appendices T and U. The Power Point presentation from the Information Hui is given as Appendix V.

Iwi members who descend from the four constituent Iwi of Tainui Taranaki ki te Tonga and who also whakapapa to at least one of the Tupuna named within the Iwi lists were eligible to attend and vote at a Mandate Hui. Details of Mandate Hui held are scheduled below;

Nelson	14 November 12-2pm	<i>Trailways Motor Inn Trafalgar Street</i>
Christchurch	14 November 7-9pm	<i>Heritage Hotel 28-30 Cathedral Square</i>
Dunedin	15 November 11am – 1pm	<i>Southern Cross Hotel 118 High Street</i>
Wellington	15 November 7-9pm	<i>Brentwood Hotel 16 Kemp Street</i>
Masterton	16 November 12-2pm	<i>Cop Solway High Street South</i>
Palmerston North	16 November 6-8pm	<i>The Convention Centre</i>
Wanganui	17 November 11am – 1pm	<i>The Avenue 379 Victoria Avenue</i>
New Plymouth	17 November 6-8pm	<i>Autolodge New Plymouth 393 Devon Street East</i>
Blenheim	28 November 12-2pm	<i>Phoenix Motor Lodge 174 Middle Renwick Road</i>
Napier	28 November 7-9pm	<i>Bluewater Hotel 10 West Quay</i>
Whangarei	29 November 12-2pm	<i>Flames Hotel Waverly Street Onerahi</i>
Auckland	29 November 7-9pm	<i>Kingsgate Greenlane 187 Campbell Road</i>
Te Kuiti	30 November 11am – 1pm	<i>Panorama Motor Lodge 59 Awakino Road</i>
Hamilton	30 November 6-8pm	<i>Kingsgate Te Rapa 100 Garnett Ave</i>

Deed of Mandate (last amendment 30 June 2006)



TAIUI TARANAKI

ki te Tonga

Ngāti Koata, Ngāti Rārua, Wakatu, Ngāti Tama, Te Ātiawa

5.0 - Mandate (continued)

The Mandate Hui were advertised (refer to appendix Q for Advertisement details) in the main provincial newspapers of New Zealand on either the 5th or 9th November 2006 including Christchurch, Dunedin, Wellington, Masterton, Palmerston North, Wanganui, New Plymouth, Blenheim, Napier, Whangarei, Auckland, Te Kuiti and Hamilton. In addition the Tainui Taranaki ki te Tonga Panui No 4 (which included the above Mandate Hui Schedule) was mailed out to all registered Iwi members on 25 October 2005. At this same time the Mandate Hui Schedule was also posted on the Tainui Taranaki ki te Tonga website and advertising was also carried out on TVNZ's Marae programme.

Each Mandate Hui presentation took the following format;

- Introduction of the Iwi representative (Directors) of Tainui Taranaki ki te Tonga
- Overview of the history of our four Iwi
- Overview of the Crowns Settlement Process and Policies
- Background to Tainui Taranaki ki te Tonga Limited
- Objectives for Tainui Taranaki ki te Tonga over the next 3 to 5 years
- Discussion of our claims area and the claims to be represented
- The Communications Strategy
- Discussion of the Mandating program
- Resolution

The power point presentation (refer to Appendix N), individual Mandate meeting minutes (refer to Appendix O), individual attendance registers (refer to Appendix P), newspaper advertisement (refer to Appendix Q), Panui No's 3 and 4 (refer to Appendix R) and Mandate Hui voting form (refer to Appendix W) are appended to this document.

The resolution put to iwi members at each Mandate Hui was:

"The iwi of Tainui Taranaki ki Tonga (Ngāti Koata, Ngāti Rārua, Ngāti Tama and Te Ātiawa) mandate Tainui Taranaki ki Tonga Limited to enter into negotiations with the Crown regarding the comprehensive settlement of all Ngāti Koata, Ngāti Rārua, Wakatu Incorporation (Wai 56), Ngāti Tama and Te Ātiawa historical Treaty claims in Te Tau Ihu o te waka a Maui (Northern South Island) and Te Tai Poutini (West Coast of the South Island) and south of Te Parinui o Whiti (East Coast of the South Island)".

In the presentations given, iwi members were informed that the "Mandate" given to Tainui Taranaki ki te Tonga Limited was to negotiate a draft settlement with the Crown for historic treaty claims.



TAINUI TARANAKI

ki te Tonga

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5.0 - Mandate (continued)

This was considered to be the first milestone (Mandate) out of a minimum set of four, when fundamental decisions would be referred back to Iwi members for ratification. The other fundamental decisions requiring ratification (by Hui a iwi and postal vote) in future would be;

- When Tainui Taranaki ki te Tonga Limited has completed the draft negotiations strategy framework and are recommending a negotiating team.
- When a draft deed of settlement has been negotiated requiring consideration by Iwi members.
- When sufficient post settlement entity(s) research has been completed resulting in a draft report (with recommendations) that then requires consideration by Iwi.
- Additional Hui a Iwi may be called when deemed necessary to hold.

The total number of Iwi members who signed the attendance registers at each of the Mandate Hui is recorded in the table below.

Meeting Venue	No
Nelson	14
Christchurch	22
Dunedin	10
Wellington	13
Masterton	2
Palmerston North	13
Wanganui	7
New Plymouth	18
Blenheim	8
Napier	11
Whangarei	10
Auckland	30
Te Kuiti	37
Hamilton	36
Total Hui Attendance	231



TAIUI TARANAKI

ki te Tonga

Ngāti Koata, Ngāti Rārua, Wakatu, Ngāti Tama, Te Ātiawa

5.0 - Mandate (continued)

The table below gives a summary of results achieved when the Resolution was put to each of the meetings.

Meeting Venue	In favour	Opposed	Abstention
Nelson	All	Nil	*
Christchurch	All	Nil	*
Dunedin	All	Nil	*
Wellington	All	Nil	*
Masterton	All	Nil	*
Palmerston North	All	Nil	*
Wanganui	All	Nil	Nil
New Plymouth	All	Nil	Nil
Blenheim	All	Nil	Nil
Napier	All	Nil	Nil
Whangarei	All	Nil	Nil
Auckland	All	Nil	Nil
Te Kuiti	All	Nil	Nil
Hamilton	All	Nil	Nil

* = Option to abstain from voting not given at those meetings, until this was suggested by TPK officials in Wanganui.

As recorded in the minutes for each of the fourteen Mandate Hui held, that of those Iwi members who attended the meetings, there was complete (100% voted in favour of the Resolution) support for Tainui Taranaki ki te Tonga Limited to be the Mandated organisation to represent the Iwi of Tainui Taranaki ki te Tonga and to commence negotiations with the Crown for the comprehensive settlement of their historic treaty claims.

Crown observers from Te Puni Kokiri attended all of the Mandate Hui held. The Crown observers were; Toby Ganley (attended Nelson, Christchurch, Wellington, Blenheim), Daryl Slater (attended Dunedin), Paul Hamer (attended Masterton, Palmerston North), Hokimai Chong (attended Wanganui, New Plymouth, Te Kuiti, Hamilton), Jonathan East Thorpe (attended Napier), Stephanie Jones (attended Whangarei, Auckland).

In addition to the Mandating Hui process, voting forms on the Resolution were also mailed out to Iwi members with Panui No 4 on 25 October 2005. The total number of Iwi members registered currently stands at 4200 (four thousand two hundred) which represents the total number of Panui and voting forms posted out.

As at Wednesday 7 December 2005, the total number of voting forms received back from Iwi members that supported the resolution was 1272 (one thousand two hundred and seventy two). No voting forms or other communications were received indicating either an opposition or abstention to the Resolution.