MORIORI

and

NGĀTI MUTUNGA O WHAREKAURI

and

THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST

and

THE TRUSTEE OF TE KOROWAI O NGĀTI MUTUNGA O WHAREKAURI TRUST

and

THE CROWN

RĒKOHU WHAREKAURI

SHARED REDRESS DEED

---

16 September 2026

PURPOSE OF THIS DEED

This deed –

- specifies the shared cultural redress, and the shared commercial redress, to be provided to the governance entities that have been approved by each of Moriori and Ngāti Mutunga o Wharekauri to receive the shared redress as contemplated by their respective deeds of settlement of historical claims; and
- provides for other relevant matters; and
- is effective if only one governance entity enters into this deed; and
- is conditional upon shared redress legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

MORIORI

and

NGĀTI MUTUNGA O WHAREKAURI

and

THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST

and

THE TRUSTEE OF TE KOROWAI O NGĀTI MUTUNGA O WHAREKAURI TRUST

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

1.1 Moriori and Ngāti Mutunga o Wharekauri (jointly the **shared redress groups**) and the Crown, negotiated and agreed elements of shared redress. Those agreements are –

1.1.1 recorded and reflected in agreements in principle, and in deeds of settlement between each of the shared redress groups and the Crown as set out in clauses 1.2-1.5 below; and

1.1.2 provided for in this shared redress deed as contemplated in those documents.

1.2 On 16 August 2017, the mandated negotiators for Moriori and the Crown agreed, in principle, that Moriori and the Crown were willing to enter into a deed of settlement. The Moriori agreement in principle sets out the proposed shared redress in general terms.

1.3 On 14 February 2020, Moriori, the trustees of the Moriori Imi Settlement Trust and the Crown signed the deed of settlement of historical claims of Moriori.

1.4 On 25 November 2022, the mandated negotiators for Ngāti Mutunga o Wharekauri and the Crown agreed, in principle, that Ngāti Mutunga o Wharekauri and the Crown were willing to enter into a deed of settlement. The Ngāti Mutunga o Wharekauri agreement in principle sets out the proposed shared redress in general terms.

1.5 On 17 August 2026, Ngāti Mutunga o Wharekauri, the trustee of Te Korowai o Ngāti Mutunga o Wharekauri Trust and the Crown signed the deed of settlement of historical claims of Ngāti Mutunga o Wharekauri.

1.6 Part 7 of each shared redress group's deed of settlement –

1.6.1 recorded shared redress, subject to certain terms and conditions; and

1.6.2 provided for the mutual intention that the shared redress groups will be party to a shared redress deed between themselves and the Crown.

(clauses 7.5-7.6 for Moriori; and clauses 7.13-7.14 for Ngāti Mutunga o Wharekauri)

1.7 The shared redress groups' deeds of settlement also record that the Crown –

1.7.1 owes a duty consistent with the Treaty of Waitangi/te Tiriti o Waitangi to negotiate a shared redress deed with each group in good faith; and

1.7.2 intends to work with both shared redress groups to give effect to the specified shared redress; and

1.7.3 while it is negotiating in good faith, the Crown is not in breach of the deeds if shared redress is not agreed; and

1.7.4 acknowledges that the transfer of shared redress properties for any purpose other than as shared redress for the shared redress groups would be inconsistent with the clauses referred to immediately above unless alternative arrangements are otherwise agreed by the Crown and the shared redress groups.

(clauses 7.2-7.4 and 7.10 for Moriori; and 7.4-7.7 for Ngāti Mutunga o Wharekauri)

1.8 The shared redress groups' deeds of settlement provide that if the parties had not signed the shared redress deed by certain timeframes, the Crown would -

1.8.1 consider if there are other ways to give effect to the agreed shared redress; and

1.8.2 explore other ways to establish the management board and joint planning committee, while still providing for Moriori and Ngāti Mutunga o Wharekauri representation and participation.

(clauses 7.8-7.9 for Moriori; and clause 7.13 for Ngāti Mutunga o Wharekauri respectively)

1.9 The timeframes in clause 1.8 have passed. Therefore this shared redress deed has been developed by the Crown with regard to –

1.9.1 the commitments and intentions recorded in the deeds of settlement set out above; and

1.9.2 feedback from the shared redress groups provided during the period it was drafted.

1.10 The Crown has committed to -

1.10.1 provide for accession, or other processes, to enable the participation or delivery of certain elements of shared redress to any governance entity that has not signed this deed; and

1.10.2 introduce the shared redress legislation to give effect to the shared redress so long as the Crown and at least one of the shared redress groups have signed this deed.

RATIFICATION AND APPROVALS

1.11 During September and October 2019, the Moriori claimant community ratified the Moriori deed of settlement including provisions for shared redress, as outlined in clause 1.5 of that deed. The Crown was satisfied with the ratification and approvals as outlined in clause 1.8 of that deed.

1.12 During April and May 2026, Ngāti Mutunga o Wharekauri claimant community ratified the Ngāti Mutunga o Wharekauri deed of settlement including provisions for shared redress,

as outlined in clause 1.5 of that deed. The Crown was satisfied with the ratification and approvals as outlined in clause 1.8 of that deed.

1.13 The Crown is satisfied –

1.13.1 the shared redress is substantially consistent with the shared redress contemplated in the Moriori deed of settlement and the Ngāti Mutunga o Wharekauri deed of settlement;

1.13.2 with the ratification of the Moriori deed of settlement and the Ngāti Mutunga o Wharekauri deed of settlement as referred to in clauses 1.11 and 1.12;

1.13.3 each shared redress group has an opportunity to enter into this shared redress deed as contemplated in those ratification processes;

1.13.4 each shared redress group that enters into this deed has approved its entry into, and its compliance with, this deed.

1.14 The Crown is further satisfied –

1.14.1 this deed provides for the interests of both shared redress groups through measures that enable participation in, and delivery of, shared redress;

1.14.2 this shared redress deed provides for the agreed shared redress contemplated in both deeds of settlement; and

1.14.3 having regard to all the circumstances, this deed can come into effect where the Crown and at least one of the shared redress groups have signed the shared redress deed.

AGREEMENT

1.15 Therefore, the Crown and each shared redress group represented by a governance entity that enters into this deed –

1.15.1 in a spirit of co-operation and compromise wish to enter into this shared redress deed in good faith; and

1.15.2 acknowledge and agree to implement and comply with the terms agreed as provided in this deed; and

1.15.3 confirm that this deed is the shared redress deed contemplated by that shared redress group's deed of settlement.

2 IMPLEMENTATION

2.1 The shared redress legislation will, on the terms provided by sections 9 to 11 of the draft shared redress bill, –

2.1.1 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to –

(a) this deed, other than its interpretation or implementation; and

(b) the shared redress legislation, other than its interpretation or implementation; and

(c) the redress provided under this deed or the shared redress legislation; and

2.1.2 require the chief executive of the Office of Treaty Settlements and Takutai Moana - Te Tari Whakatau to make copies of this deed publicly available.

3 SHARED CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES

3.1 The shared redress legislation will vest in the governance entities as tenants in common in equal undivided shares on the settlement date –

In fee simple subject to registrable easements

3.1.1 the fee simple estate in the Paddocks property subject to the following easements to be provided by the Crown, acting through the Minister of Conservation, immediately prior to vesting:

(a) an easement in gross to the Council for a right to convey water and a right to discharge water on the terms and conditions set out in part 1.1 of the documents schedule:

(b) an easement in gross to the Council, the Crown, Chatham Islands Electricity Limited, and Chatham Islands Ports Limited for a right of way on the terms and conditions set out in part 1.2 of the documents schedule:

(c) a right of way easement to the Crown on the terms and conditions set out in part 1.3 of the documents schedule; and

In fee simple subject to a registrable easement and conditions

3.1.2 the fee simple estate in the White House property subject to:

(a) an easement in gross, to be provided by the Crown, acting through the Minister of Conservation immediately prior to vesting, to the Council for a right to convey water and a right to discharge water on the terms and conditions set out in part 1.4 of the documents schedule:

(b) the conditions in clause 3.3.1, as set out in section 22 of the draft shared redress bill; and

In fee simple (land only) subject to a lease

3.1.3 the fee simple estate in the Southern property (land only), subject to a registered ground lease (ownership of the improvements remaining unaffected by the vesting) to the Crown, acting through the Secretary for Education, except in the circumstances set out in clause 3.7; and

As a scenic reserve subject to registrable easements

3.1.4 the fee simple estate in the Tikitiki Hill property as a scenic reserve, with the governance entities as the joint management body subject to the following easements to be provided by the Crown, acting through the Minister of Conservation, immediately prior to vesting:

(a) an easement in gross to Chatham Islands Electricity Limited for a right to convey electricity on the terms and conditions set out in part 1.5 of the documents schedule:

(b) an easement in gross to Chatham Islands Ports Limited for a right of way on the terms and conditions set out in part 1.6 of the documents schedule; and

In fee simple and administered by Te Whanga Lagoon Management Board

3.1.5 the fee simple estate in each of the following sites, to be administered by Te Whanga Lagoon Management Board:

(a) Te Whanga Lagoon property:

(b) Wharekauri site 110:

(c) Wharekauri site 111:

(d) Wharekauri site 112:

(e) Wharekauri site 113; and

(f) Wharekauri site 114.

Additional provisions relating to the White House property

3.2 A building known as the Commissioner's Cottage is located in the area generally shaded in yellow on deed plan TTW-063/064-10 (subject to survey), on the White House property (the **Commissioner's Cottage**). The Crown has identified that the Commissioner's Cottage has historic values that the Crown wishes to protect. The governance entities have agreed that the transfer of the White House property will be subject to certain conditions protecting those historic values.

3.3 Sections 22 and 23 of the draft shared redress bill will provide that:

3.3.1 the White House property is subject to:

(a) a condition that the registered owners of the property must not demolish or remove (or permit anyone to demolish or remove) the Commissioner's Cottage, without obtaining the prior written agreement of the Minister of Conservation; and

(b) a condition that the registered owners of the property must not make (or permit anyone to make) structural alterations to the Commissioner's Cottage, without first consulting with Heritage New Zealand Pouhere Taonga;

3.3.2 the Registrar-General of Land must note on the records of title to the White House property that it is subject to the conditions set out in section 22(4) of the draft shared redress bill; and

3.3.3 if the Commissioner's Cottage is demolished or removed, the Minister of Conservation may authorise in writing that the protection of the building under sections 22(3) and 22(4) of the draft shared redress bill is to cease; and

3.3.4 if such authorisation is made then the Director-General of Conservation must apply in writing to the Registrar-General of Land to remove the notation that the property is subject to section 22(4) of the draft shared redress bill, and the Registrar-General of Land must remove such notation from the records of title to the property.

3.4 The conditions in clause 3.3.1 will not oblige the registered owners to maintain, repair or rebuild the Commissioner's Cottage.

Additional provisions relating to the Southern property

3.5 The shared redress legislation will, on the terms provided by sections 20 and 21 of the draft shared redress bill, provide for the registered lease affecting the Southern property (land only) referred to in clause 3.1.3 as follows:

3.5.1 deem the vesting of the property to be subject to a lease on the terms and conditions set out in part 2.1 of the documents schedule (being a ground lease for the property, ownership of the improvements remaining unaffected by the vesting) and at an initial annual rent specified in the notice given under clause 3.6:

3.5.2 deem the lease to –

(a) come into existence immediately on vesting of the property in the governance entities; and

(b) be between both governance entities as lessor and the Crown as lessee:

3.5.3 provide for the lease to be registered against the records of title for the property:

3.5.4 provide for the creation of a record of title for the leasehold estate in the property in the name of the Crown:

3.5.5 provide that, if a notice is given under clause 3.7, clauses 3.5.1 to 3.5.4 no longer apply.

3.6 The Crown must, no later than 10 working days before the settlement date, give both governance entities a notice –

3.6.1 specifying the initial annual rent for the purposes of clause 3.5.1; and

3.6.2 accompanied by an independent registered valuer's report which assesses the initial annual rent to be the amount specified in the notice.

3.7 In the event that the improvements on the Southern property become surplus to the Ministry of Education requirements, then the Crown may, at any time before the settlement date, give written notice to the governance entities advising them that the site vests unencumbered with ownership of improvements vesting with the land.

Additional provisions relating to cultural redress properties generally

3.8 Each cultural redress property is to be –

3.8.1 as described in the schedule of the draft shared redress bill; and

3.8.2 vested on the terms provided by –

(a) sections 17 to 47 of the draft shared redress bill; and

(b) part 2 of the property redress schedule; and

3.8.3 subject to any encumbrances, or other documentation, in relation to that property –

(a) required by clause 3.1 to be provided by the governance entities; or

(b) required by the shared redress legislation; and

(c) in particular, referred to by the schedule of the draft shared redress bill; and

3.8.4 in the case of the sites listed in clause 3.1.5 –

(a) non-transferable, other than to a replacement trustee of a trust that owns the site, and incapable of being mortgaged or given as security; and

(b) subject to continued existing public access.

3.9 The Minister for Treaty of Waitangi Negotiations must before the settlement date give notice to the relevant persons in accordance with section 91 of the Moriori Claims Settlement Act 2021 that each cultural redress property ceases to be shared RFR land for the purposes of that Act.

MORIORI NOMINATION OF A MEMBER TO THE CHATHAM ISLANDS CONSERVATION BOARD

3.10 The shared redress legislation will, on the terms provided by section 68 of the draft shared redress bill, provide that –

3.10.1 the Minister of Conservation must, on the nomination of the Moriori governance entity, appoint one member of the Chatham Islands Conservation Board for a term of three years; and

3.10.2 the Minister of Conservation must only appoint a nominee recommended under clause 3.10.1 but may discuss the nomination and, if necessary, seek a replacement nominee.

3.11 The parties record the equivalent provision to clause 3.10 for nomination of a member by Ngāti Mutunga o Wharekauri is contained in the Ngāti Mutunga o Wharekauri deed of settlement.

OFFICIAL GEOGRAPHIC NAMES

3.12 The shared redress legislation will, on the settlement date and on the terms provided by section 13 of the draft shared redress bill, provide for each of the names listed in the second column of the following table to be the official geographic name shared by Moriori and Ngāti Mutunga o Wharekauri for the features set out in columns 3 and 4 of the table:

Existing Name	**Official geographic name**	**Location (NZTopo50/250 and grid references)**	**Geographic feature type**
Ahuru (Eastern Reef)	Ahuru Reef	NZTopo250-31 551 088	Reef
Canister Cove (Waikokopu)	Waikokopu / Canister Cove	CI06 218 888	Bay
Cape Fournier	Tupouranga / Cape Fournier	CI05 139 207	Cape
Cape Young	Tokotoko-o-Utangaroa / Cape Young	CI02 897 603	Cape
Cattle Point	Te Kiato	CI02 963 504	Point
Flower Pot (Onoua)	Ōnoua / Flower Pot	CI06 208 993	Locality
French Reef	Rongomaiongo Reef	CI03 084 556	Reef
Glory Bay	Orokonga / Glory Bay	CI06 241 912 – CI06 239 906	Bay

Existing Name	Official geographic name	Location (NZTopo50/250 and grid references)	Geographic feature type
Little Mangere Island (Tapuaenuku) The Fort	Tapuaenuku / The Fort	CI06 146 953	Island
Long Beach	Kekerione / Long Beach	CI02 911 472 to CI04 965 384	Beach
Motuhinahina Island	Motuhinahina	CI04 009 377	Island
Mount Diffenbach (Hemokawa)	Hemokawa / Mount Dieffenbach	CI02 836 508	Hill
North-East Reef (Terangi-taumaewa)	Te Rangi Taumaewa Reef	CI06 296 963	Reef
Ocean Bay	Pohauta Bay	CI01 795 446 – CI01 771 444	Bay
Point Gap	Waiwera / Point Gap	CI04 870 185	Point
Point Weeding	Hokoro / Point Weeding	CI04 942 326	Point
Puhina	Pūhina	CI02 897 598	Hill
Rangiauria Point	Rangiauria Point	CI06 186 901	Point
Takapu	Takapu	CI02 895 557	Locality
The Castle (Rangiwheau)	Rangiwheao / The Castle	CI06 130 943	Island
Unnamed	Momoe-a-Toa Point	CI02 887 591	Point
Unnamed (local use name Cape Wishart)	Ōhinepapa	CI04 907 288	Historic site
Wairua	Waitua	CI03 094 521	Hill

ALTERNATIVE OFFICIAL GEOGRAPHIC NAMES

3.13 The shared redress legislation will, on the settlement date and on the terms provided by section 14 of the draft shared redress bill, provide for each of the names listed in the second column of the following table to be the alternative official geographic name shared by Moriori and Ngāti Mutunga o Wharekauri for the feature set out in columns 3 and 4 of the table:

Existing Name	**Alternative official geographic names**	**Location (NZTopo50/250 and grid references)**	**Geographic feature type**
Chatham Island	Rēkohu Wharekauri Chatham Island	CI04 006 353	Island
Chatham Islands	Rēkohu Islands Wharekauri Islands Chatham Islands	CI05 100 130	Island group
Pitt Island (Rangiauria)	Rangihaute Rangiauria Pitt Island	CI06 222 944	Island

CULTURAL REVITALISATION

3.14 On the settlement date, the Crown will pay $80,000 to each of the Moriori governance entity and the Ngāti Mutunga o Wharekauri governance entity for cultural revitalisation purposes.

JOINT PLANNING COMMITTEE

3.15 The shared redress legislation will, on the terms provided by part 3 of the draft shared redress bill:

3.15.1 establish a Chatham Islands joint planning committee (**joint planning committee** or **committee**); and

3.15.2 provide for the matters set out in clauses 3.16 to 3.71.

Establishment, purpose and status of the joint planning committee

3.16 The purpose of the joint planning committee is to -

3.16.1 oversee the development and review of resource management documents for the Chatham Islands; and

3.16.2 provide for the participation of Moriori and Ngāti Mutunga o Wharekauri in those processes.

3.17 Despite the composition of the joint planning committee as described in clause 3.23, the committee is a joint committee of the Council within the meaning of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.

3.18 Despite Schedule 7 of the Local Government Act 2002, the joint planning committee -

3.18.1 is a permanent committee; and

3.18.2 must not be discharged unless all appointers agree to the committee being discharged.

Functions and powers of the joint planning committee

3.19 The principal function of the joint planning committee is to achieve its purpose.

3.20 The other functions of the joint planning committee are to -

3.20.1 provide advice or make recommendations to the Council in relation to -

(a) the review of any resource management document; or

(b) the preparation of any new resource management document or change of or variation to an existing resource management document;

3.20.2 monitor the efficiency and effectiveness of the implementation of those resource management documents; and

3.20.3 perform any other functions that the joint planning committee considers relevant to achieving its purpose or that are delegated to the committee by the Council.

3.21 The joint planning committee has full capacity and all the powers reasonably necessary to achieve its purposes and perform its functions.

3.22 The joint planning committee has discretion as to whether, how, and to what extent, in a particular circumstance, it will perform a function.

Members of the joint planning committee

3.23 The joint planning committee will consist of eight members as follows:

3.23.1 two members to be appointed by the Moriori governance entity;

3.23.2 two members to be appointed by the Ngāti Mutunga o Wharekauri governance entity; and

3.23.3 four members to be appointed by the Council (who must be elected members of the Council currently holding office).

(each organisation being an **appointer**, and each governance entity being a **governance entity appointer**).

3.24 Each appointer must -

3.24.1 in the case of the initial appointment of members of the joint planning committee -

(a) make an appointment within two months of the settlement date; and

(b) notify all other appointers in writing of the appointment; and

3.24.2 in the case of any subsequent appointment of a member of the joint planning committee, notify the joint planning committee and all other appointers in writing of an appointment as soon as is reasonably practicable.

3.25 To avoid doubt, if an appointer fails to appoint a member, this does not affect the number of members that the other appointers may appoint to the joint planning committee.

3.26 In appointing members to the joint planning committee, appointers -

3.26.1 must be satisfied that the person has the skills, knowledge, or experience to -

(a) participate effectively in the committee; and

(b) contribute to the achievement of the purpose of the committee; and

3.26.2 must have regard to any members already appointed to the committee to ensure that the membership reflects a balanced mix of skills, knowledge and experience in relation to the Chatham Islands and the purpose and functions of the committee.

3.27 Where there is a vacancy on the joint planning committee, the relevant appointer will fill that vacancy as soon as is reasonably practicable.

3.28 A vacancy will not prevent the joint planning committee from continuing to perform its functions or exercise its powers.

3.29 A member may be discharged by that member's appointer by written notice.

3.30 A member may resign by giving written notice to that person's appointer.

3.31 An appointer must, on giving notice under clause 3.29 or on receiving notice under clause 3.30, forward a copy of the notice to the chairperson of the joint planning committee and the other appointers within 10 working days.

3.32 To avoid doubt, members of the joint planning committee who are appointed by a governance entity are not, by virtue of that membership, members of a local authority.

Term of the joint planning committee and members

3.33 The first term of the joint planning committee will commence on the settlement date and end on the close of the day before the next triennial general election under the Local Electoral Act 2001.

3.34 The subsequent terms of the joint planning committee will commence on the date of the first meeting of the Council after the triennial general election and end at the close of the day before the next triennial general election.

3.35 A member will be appointed to the joint planning committee for the term of that committee.

3.36 However, if a member is appointed during a term of the joint planning committee, the member is appointed from that date until the end of that term of the committee.

Procedures of the joint planning committee / Procedural matters

3.37 The provisions of the Local Government Act 2002, Local Government Official Information and Meetings Act 1987, Local Authorities (Members' Interests) Act 1968 and Chatham Islands Council Act 1995 apply to the joint planning committee -

3.37.1 to the extent relevant to the purpose and functions of the committee; and

3.37.2 subject to necessary modification and except as otherwise provided by the shared redress legislation.

3.38 Except as provided for in this deed or the shared redress legislation, the joint planning committee may regulate its own procedure.

Chairperson

3.39 The joint planning committee will at its first meeting of each term elect a chairperson and deputy chairperson or co-chairpersons for that term (**chairperson**).

3.40 The terms of reference for the joint planning committee may set out further provisions in relation to the chairing of the committee.

3.41 Clauses 26(3) and (4) of Schedule 7 of the Local Government Act 2002 do not apply to the joint planning committee.

Meetings and decisions of the joint planning committee

3.42 The first meeting of the joint planning committee must be held no later than three months after the settlement date.

3.43 Clauses 19, 20 and 22 of Schedule 7 of the Local Government Act 2002 apply to the joint planning committee subject to -

3.43.1 all references to local authority being references to the committee;

3.43.2 the reference in clause 19(5) to the chief executive being a reference to the chairperson of the committee; and

3.43.3 all reference to standing orders being references to the terms of reference referred to in clause 3.57.

Quorum

3.44 The quorum for a meeting of the joint planning committee is four members comprising -

3.44.1 one member appointed by each governance entity; and

3.44.2 two members appointed by the Council.

3.45 Clause 23(3)(b) of Schedule 7 of the Local Government Act 2002 does not apply to the joint planning committee.

Decision-making

3.46 The decisions of the joint planning committee must be made by vote at a meeting.

3.47 The members of the joint planning committee must approach decision-making in a manner that is consistent with, and reflects, the purpose of the committee.

3.48 The joint planning committee must pursue consensus decision-making, but if in the view of the chairperson consensus is not practicable after reasonable discussion, the committee may make a decision by a vote requiring a minimum of 66% majority of those members present and voting at a meeting.

3.49 A chairperson of any meeting may vote on any matter but does not have a casting vote.

3.50 Clause 24 of Schedule 7 of the Local Government Act 2002 does not apply to the joint planning committee.

3.51 The Council may make a decision on a matter which would otherwise have to be made by the joint planning committee where -

3.51.1 the matter is subject to statutory timeframes that must be met; and

3.51.2 a quorum or interim quorum of the joint planning committee has not been able to be achieved after reasonable efforts to achieve that quorum.

Interim quorum

3.52 If one governance entity appointer has not appointed their members to the joint planning committee, an interim quorum for a meeting of the joint planning committee is three members including -

3.52.1 at least one member appointed by an appointing governance entity; and

3.52.2 at least two members appointed by the Council.

3.53 When an interim quorum is in effect, the joint planning committee must pursue consensus decision-making, but if in the view of the chairperson consensus is not practicable after reasonable discussion, the joint planning committee may make a decision by a vote requiring a minimum of 75% majority of those present and voting at a meeting.

3.54 When acting under an interim quorum, the joint planning committee may only make a recommendation to the Council under clause 3.55 after first -

3.54.1 notifying the non-appointing governance entity of the proposed recommendation; and

3.54.2. considering any feedback from that non-appointing governance entity.

Recommendations to the Council

3.55 The joint planning committee may make a recommendation to the Council prior to the Council making a decision to -

3.55.1 commence a review of a resource management document;

3.55.2 develop a change or a variation to a resource management document;

3.55.3 prepare a new resource management document;

3.55.4 give public notice in relation to a proposed resource management document; or

3.55.5 approve or adopt a resource management document.

3.56 The Council must -

3.56.1 refer all matters referred to in clause 3.55 to the joint planning committee so that the committee may make recommendations on those matters within the timeframe as prescribed under clause 3.56.2 and prior to the Council making a decision;

3.56.2 set a reasonable timeframe for the joint planning committee to make that recommendation;

3.56.3 provide all necessary documents or other information in relation to those matters to the joint planning committee;

3.56.4 provide early and ongoing opportunities for the joint planning committee to contribute to the content of a resource management document;

3.56.5 refer back to the joint planning committee for reconsideration any recommendation made by the joint planning committee but not adopted by the Council (whether in whole or in part), but the Council is not required to refer the matter back to the joint planning committee more than twice in relation to any particular matter; and

3.56.6 enable the joint planning committee to provide further recommendations to the Council in relation to those matters that are referred back to it.

Terms of reference

3.57 The joint planning committee will adopt terms of reference at its first meeting that will set out the procedures that the joint planning committee must comply with.

3.58 The terms of reference must provide for -

3.58.1 the procedures for the joint planning committee which reflect that the committee is not a standard committee of the Council, but has been provided for through the shared redress legislation; and

3.58.2 without limiting clause 3.58.1, a procedure for dispute resolution.

3.59 The terms of reference may be amended by the written unanimous agreement of the joint planning committee.

3.60 The terms of reference of the joint planning committee must not contravene -

3.60.1 this deed;

3.60.2 the shared redress legislation; or

3.60.3 subject to clause 3.60.2, the local government legislation or any other enactment.

3.61 In the event of an inconsistency between the obligations of the Council under the terms of reference and its obligations under the specified legislation, the specified legislation prevails.

Conflict of interest

3.62 Each member of the joint planning committee must disclose any actual or potential interest to the joint planning committee.

3.63 The joint planning committee must maintain an interests register.

3.64 Where an interest is disclosed, the chairperson must determine what the response to that interest will be, including whether the member should be recused or not participate in discussions or voting on a matter, or any other response considered appropriate.

3.65 A member of the joint planning committee is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter -

3.65.1 merely because the member is a member of an imi, iwi, or hapū; or

3.65.2 merely because the economic, social, cultural, and spiritual values of any imi, iwi, or hapū and their relationships with the committee are advanced by or reflected in -

(a) the subject matter under consideration;

(b) any decision by or recommendation of the committee; or

(c) participation in the matter by the member.

3.66 In clause 3.62, **interest** does not include an interest that a member may have through an affiliation with an imi, iwi or a hapū that has customary interests in the Chatham Islands.

Reporting and review by the joint planning committee

3.67 The Council must include in its annual report prepared under section 98 of the Local Government Act 2002 information about -

3.67.1 the activities of the joint planning committee during the previous 12 months; and

3.67.2 how those activities are relevant to the purpose and functions of the joint planning committee.

3.68 Appointers -

3.68.1 must, no later than three years after the date of the first meeting of the joint planning committee, undertake a review of the joint planning committee and what it has done to achieve its purpose and perform its functions, as well as any other relevant matters;

3.68.2 may undertake any subsequent review of the joint planning committee at a time agreed by all appointers; and

3.68.3 may, following a review, make recommendations to the joint planning committee on relevant matters arising from the review.

Administration of the joint planning committee

3.69 The Council must provide administrative support to the joint planning committee in the performance of its functions, and –

3.69.1 the administrative support will include providing meeting venues, agendas and minutes, and other support that the Council would ordinarily provide to a Council committee; and

3.69.2 where the joint planning committee requests any further support from the Council, including technical advice or the commissioning of external advice, the provision of that support is subject to the prior agreement of the Council.

Interpretation

3.70 For the purposes of clauses 3.15 to 3.69, unless the context otherwise requires –

3.70.1 **appointer** means each of the following:

(a) the Moriori governance entity:

(b) the Ngāti Mutunga o Wharekauri governance entity:

(c) the Council;

3.70.2 **joint planning committee** means the Joint Planning Committee, to be established by the shared redress legislation;

3.70.3 **local government legislation** means -

(a) the Local Government Act 2002;

(b) the Local Government Official Information and Meetings Act 1987;

(c) the Chatham Islands Council Act 1995; and

(d) the Local Authorities (Members' Interests) Act 1968;

3.70.4 **member**, in relation to the joint planning committee, means each member appointed by an appointer;

3.70.5 **resource management document** means any resource management planning, land use planning, spatial planning or natural environment planning documents prepared in accordance with -

(a) the Chatham Islands Council Act 1995; and

(b) the Resource Management Act 1991 (and any successor legislation);

3.70.6 **specified legislation** means –

(a) the shared redress legislation;

(b) the local government legislation; and

(c) the relevant provisions of the Resource Management Act 1991 (and any successor legislation); and

3.70.7 **terms of reference** means -

(a) the terms of reference to be agreed by the joint planning committee in accordance with the shared redress legislation; and

(b) includes any amendments to the terms of reference.

3.71 In clauses 3.15 to 3.69 -

3.71.1 **change** and **variation** have the same meanings as in section 43AA of the Resource Management Act 1991; and

3.71.2 **proposed resource management document** means a resource management document that is proposed but has not yet been approved.

TE WHANGA LAGOON MANAGEMENT BOARD

3.72 The shared redress legislation will, on the terms provided by subpart 3 of part 2 of the draft shared redress bill -

3.72.1 establish Te Whanga Lagoon Management Board (**Board**); and

3.72.2 provide for the matters set out in clauses 3.73 to 3.119.

Name of Board

3.73 The name of the Board will be Te Whanga Lagoon Management Board unless the Board decides to adopt another name.

Purpose

3.74 The purpose of the Board will be to coordinate and oversee the delivery of management for Te Whanga Lagoon and associated sites including by -

3.74.1 protecting and enhancing the cultural, spiritual, and ecological values of Te Whanga Lagoon and associated sites;

3.74.2 acting as a guardian for Te Whanga Lagoon and associated sites; and

3.74.3 providing leadership for the management of Te Whanga Lagoon and associated sites.

Functions

3.75 The principal function of the Board will be to achieve its purpose.

3.76 The other functions of the Board will be to -

3.76.1 act as if it were the landowner of Te Whanga Lagoon and associated sites;

3.76.2 prepare and approve a management plan for Te Whanga Lagoon and associated sites;

3.76.3 determine the priorities for the implementation of the management plan;

3.76.4 develop and agree with the appointers an annual work programme;

3.76.5 seek funding and other support in order to improve the health and wellbeing of Te Whanga Lagoon and associated sites;

3.76.6 monitor and report to the appointers on the implementation of the management plan and the state of Te Whanga Lagoon and associated sites; and

3.76.7 take any other action considered appropriate to achieve the purpose of the Board.

3.77 In carrying out its functions the Board may, in its discretion -

3.77.1 provide advice to the Council, management agencies and Ministers with functions in relation to Te Whanga Lagoon and associated sites; and

3.77.2 work with adjoining landowners to promote the sustainable management of the catchment of Te Whanga Lagoon and associated sites.

3.78 In carrying out its functions the Board must have regard to -

3.78.1 tikane Moriori and tikanga Māori; and

3.78.2 the fact that Te Whanga Lagoon and associated sites are jointly owned by Moriori and Ngāti Mutunga o Wharekauri.

3.79 Except as expressly provided for in this deed and the shared redress legislation, the Board has discretion in any particular circumstance as to whether, how, and to what extent, it will perform any of its functions.

3.80 The Board has all of the powers that are necessary for it to achieve its purpose and perform its functions.

Management plan

3.81 The Board must prepare a management plan for Te Whanga Lagoon and associated sites.

3.82 The Board must commence preparation of that management plan not later than 12 months after the settlement date.

3.83 The management plan must set out -

3.83.1 a framework or principles that will inform how the Board exercises landowner functions in relation to Te Whanga Lagoon and associated sites;

3.83.2 long term strategic goals or objectives and desired outcomes for Te Whanga Lagoon and associated sites; and

3.83.3 to the extent the Board considers it appropriate, proposed operational management activities or projects to achieve those goals or objectives.

3.84 The Board must -

3.84.1 prior to the preparation of the draft management plan;

(a) engage with a governance entity if that entity has not appointed members to the Board; and

(b) undertake informal public engagement to seek views on what should be included in the plan, in any manner considered appropriate by the Board;

3.84.2 prepare and give public notice of the draft management plan;

3.84.3 provide the opportunity for persons or entities to make written submissions on the draft management plan;

3.84.4 consider those submissions and other relevant matters before finalising and approving the management plan; and

3.84.5 give public notice of the approved management plan and make the plan available to the public in any manner considered appropriate by the Board.

3.85 The management plan must be consistent with and, where appropriate, enable the implementation of relevant resource management, conservation and fisheries legislation and regulations.

3.86 The Board must act in a manner consistent with the management plan in exercising its functions.

Review of and amendments to the management plan

3.87 The Board must review the management plan not later than 10 years after the previous approval date.

3.88 Following a review, or at any other time, the Board may -

3.88.1 decide not to amend the management plan;

3.88.2 amend the management plan by following the process set out in clause 3.87; or

3.88.3 make minor or technical amendments to the management plan without following any formal process.

Effect on local government matters

3.89 Where there are matters in the management plan that are relevant to the Council's functions under the Local Government Act 2002 or the Chatham Islands Council Act 1995, the Council may consider the management plan and the views of the Board.

Priorities and annual work programme

3.90 Each year the Board may -

3.90.1 determine the Board's annual priorities and multi-year priorities to implement the management plan; and

3.90.2 publish those priorities in any manner considered appropriate by the Board.

3.91 Each year the Board and the appointers may -

3.91.1 agree an annual work programme to implement the management plan including operational management activities and specific projects to be undertaken; and

3.91.2 specify in that programme what the appointers' financial or in-kind contributions will be to the work programme and specific projects.

Operational management of Te Whanga Lagoon and associated sites

3.92 The operational management of Te Whanga Lagoon and associated sites will be undertaken by the appointers in a manner consistent with the management plan and any priorities set by the Board in accordance with clause 3.90.

3.93 The Board and the appointers may agree to meet from time-to-time to discuss operational management matters.

3.94 The appointers are not required to undertake or contribute financially to operational management but may do so at their discretion.

Landowner decision-making

3.95 The Board will exercise all of the rights, powers and duties that would otherwise be exercised by the governance entities as the owners of Te Whanga Lagoon and associated sites.

3.96 The permission of the Board will be required -

3.96.1 for any commercial activities on Te Whanga Lagoon and associated sites, including on the bed, in the water column, or on or above the surface of Te Whanga Lagoon; and

3.96.2 for any activities involving the fixing or placement of a structure, fixture or other item on Te Whanga Lagoon and associated sites, including on the bed of Te Whanga Lagoon.

3.97 The permission of the Board will not be required for public access, navigation or recreational use of Te Whanga Lagoon and associated sites.

3.98 The Board must act so that the public has freedom of entry and access to Te Whanga Lagoon and associated sites, subject to any conditions and restrictions that the Board considers necessary –

3.98.1 to achieve the purpose of the Board; or

3.98.2 for public safety.

3.99 The Board may impose any conditions on the landowner permission under clause 3.99, including the imposition of any charge in relation to commercial activities and must specify the duration of the permission.

3.100 The Board must not unreasonably withhold its permission in relation to -

3.100.1 customary activities to be undertaken by the shared redress groups (to the extent that permission would be required for those activities);

3.100.2 a network utility operator to undertake a network utility operation; or

3.100.3 necessary activities in any emergency or circumstances presenting an imminent threat to the safety of people or significant damage to property.

3.101 Where there are any emergency or circumstances presenting an imminent threat to the safety of people or significant damage to property, and it is not feasible to seek the permission of the Board in relation to urgent and necessary activities to address those matters, the Board will be notified as soon as possible as to the urgent action taken.

Membership, appointments and general matters

3.102 The Board will be comprised of:

3.102.1 two members appointed by the Moriori governance entity;

3.102.2 two members appointed by the Ngāti Mutunga o Wharekauri governance entity;

3.102.3 one member appointed by the Council; and

3.102.4 one member appointed by the Director-General of Conservation.

3.103 Appointers must -

3.103.1 where practicable, when making appointments consider the skills, experience and knowledge of members already appointed to the Board, to encourage a balance of skills, experience and knowledge on the Board; and

3.103.2 give notice to the other appointers when they have made appointments to the Board.

3.104 Each term of the Board will be for three years from the settlement or each three-year anniversary of that date.

3.105 Members are appointed for that same three-year term and may be removed, replaced or reappointed at the discretion of the appointer of that member.

3.106 Members will not be personally liable for any action or omission made in their capacity as members of the Board when acting in good faith and in order to achieve the Board's purpose.

3.107 The Board will: -

3.107.1 at the first meeting of each term -

(a) elect a chairperson and deputy chairperson or co-chairpersons for that term (**chairperson**); and

(b) adopt terms of reference to cover matters such as setting meeting agendas, minutes, meeting procedures, managing conflicts of interest, further provisions in relation to the role of the chairperson and a process for dispute resolution; and

3.107.2 pursue consensus decision-making, but if in the view of the chairperson consensus is not practicable after reasonable discussion, the Board may make a decision by a vote requiring a minimum of 66% majority of those present and voting at a meeting.

Committees

3.108 The Board may appoint committees and delegate functions to a committee (except for this power of delegation or the approval of the management plan).

3.109 Any committee must include at least one Board member and may include non-members.

Quorum

3.110 A quorum for a meeting of the Board is four members including -

3.110.1 at least one member appointed by the Moriori governance entity;

3.110.2 at least one member appointed by the Ngāti Mutunga o Wharekauri governance entity; and

3.110.3 at least one member appointed by either the Council or the Director-General of Conservation.

3.111 The chairperson must preside over a meeting and that person is included for the purposes of determining whether the quorum requirements are satisfied.

Interim quorum

3.112 If one governance entity appointer has not appointed their members to the Board, an interim quorum for a meeting of the Board is three members including -

3.112.1 at least one member appointed by an appointing governance entity; and

3.112.2 at least one member appointed by either the Council or the Director-General of Conservation.

3.113 When an interim quorum is in effect, the Board must pursue consensus decision-making, but if in the view of the chairperson consensus is not practicable after reasonable discussion, the Board may make a decision by a vote requiring a minimum of 75% majority of those present and voting at a meeting.

3.114 Where an interim quorum is in place -

3.114.1 prior to granting an interest in Te Whanga Lagoon and associated sites, the Board must consult with a governance entity that has not appointed a member to the Board, and consider any views of that entity; and

3.114.2 prior to granting an interest in Te Whanga Lagoon and associated sites which has a term of 10 years or longer, the Board must first obtain the written consent of a governance entity that has not appointed a member to the Board.

Liabilities

3.115 The Board or the shared redress groups (as owners) will not be liable in relation to historic use of Te Whanga Lagoon property prior to the settlement date.

3.116 The Board or the shared redress groups (as owners) will not be liable for the waters or aquatic life in Te Whanga Lagoon property or any structures that predate the settlement date of the shared redress legislation.

3.117 In all other respects, the Board is liable for Te Whanga Lagoon and associated sites as if it were the owner.

Funding and administrative support of the Board

3.118 Each appointer is responsible for the costs of its members on the Board.

Discretion over funding decisions

3.119 Each appointer retains discretion over its own decisions on funding proposals in relation to Te Whanga Lagoon.

Interpretation

3.120 For the purposes of clauses 3.73 to 3.119, unless the context otherwise requires -

3.120.1 **interest** means an easement, a covenant, a lease, a licence, a licence to occupy, a tenancy, or other right or obligation affecting that land;

3.120.2 **Te Whanga Lagoon and associated sites** means each of the following properties:

(a) Te Whanga Lagoon property:

(b) Wharekauri site 110:

(c) Wharekauri site 111:

(d) Wharekauri site 112:

(e) Wharekauri site 113:

(f) Wharekauri site 114.

4 KAINGAROA SCHOOL SITE (LAND ONLY)

Joint notice of interest

4.1 The governance entities may, during the period of two years from the settlement date (the **initial deferred selection period**), jointly give the Crown a written notice of interest in purchasing the Kaingaroa School site (land only) as tenants in common in equal shares.

4.2 The written notice given under clause 4.1 must -

4.2.1 be signed by both governance entities; and

4.2.2 if only one governance entity enters into this deed and the other governance entity has not acceded to this deed under part 7, contain an acknowledgement from that other governance entity that, by giving the joint notice, it is, in accordance with clause 4.15, bound by this part 4 and by part 4 of the property redress schedule as if it had entered into this deed.

4.3 Part 4 of the property redress schedule provides for the effect of a notice under clause 4.1 and sets out a process where the school site is valued and may be acquired jointly by both governance entities in equal shares as tenants in common.

4.4 The governance entities acknowledge that even though they give joint notice to each purchase an undivided half share in the Kaingaroa School site (land only), part 4 of the property redress schedule provides for the possible outcome of one governance entity having to purchase the entire fee simple estate in the school site as sole owner.

Individual notice of interest

4.5 Clauses 4.6 to 4.11 apply if a joint notice is not given under clauses 4.1 and 4.2 during the initial deferred selection period.

4.6 Each governance entity may, during the period of six months from the date of expiry of the initial deferred selection period, give the Crown a written notice of interest in purchasing the Kaingaroa school site (land only).

4.7 On receipt of a notice under clause 4.6 the Crown must, within 2 working days of receipt of the notice, give written notice to the governance entity that did not give the notice that the Crown is in receipt of a notice under clause 4.6.

4.8 A governance entity that receives a notice from the Crown under clause 4.7 may, during the period of 40 working days from the date of receipt of that notice, give the Crown a written notice of interest in purchasing the Kaingaroa school site (land only).

4.9 The written notice under clause 4.6 and clause 4.8 must -

4.9.1 be signed by the governance entity giving it; and

4.9.2 if the notice is given by a governance entity that did not enter into this deed and did not accede to it under part 7, contain an acknowledgement from that governance entity that, by giving the notice, it is, in accordance with clause 4.15, bound by this part 4 and by part 4 of the property redress schedule as if it had entered into this deed.

4.10 Part 4 of the property redress schedule provides for the effect of a notice given under clause 4.6 and 4.8 and sets out a process where the property is valued and may be acquired by each governance entity that gives a notice under clause 4.6 or 4.8.

4.11 A governance entity that gives a notice under clause 4.6 or 4.8 acknowledges that part 4 of the property redress schedule provides for the alternative possible outcomes of the governance entity being obliged to purchase either -

4.11.1 the entire fee simple estate in the Kaingaroa school site (land only) as sole owner; or

4.11.2 an undivided half share in that fee simple estate with the other governance entity owning the other undivided half share.

Leaseback

4.12 The Kaingaroa School site (land only) is to be leased back to the Crown, immediately after its purchase under part 4 of the property redress schedule, on the terms and conditions provided by the lease for that property in part 2.2 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

If Kaingaroa school site (land only) becomes surplus

4.13 In the event that the Kaingaroa school site (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before a notice of interest is given under clause 4.1 or clause 4.6, give written notice to each governance entity advising it that the school site is no longer available for selection in accordance with clause 4.1, 4.6 or 4.8. The rights under clause 4.1, 4.6 and 4.8 cease in respect of the school site on the date of receipt of the notice by the governance entities under this clause.

Privity of contract

4.14 For the purposes of section 12 of the Contract and Commercial Law Act 2017, this part 4 and part 4 of the property redress schedule confer a benefit on a governance entity that did not enter into this deed and did not accede it to under part 7.

4.15 A governance entity to which clause 4.14 applies agrees that, by giving notice under clause 4.1, 4.6 or 4.8, it is bound by this part 4 and by part 4 of the property redress schedule as if it had entered into this deed.

Shared redress legislation

4.16 The shared redress legislation will, on the terms provided by sections 89 to 94 of the draft shared redress bill, enable the transfer of the Kaingaroa School site (land only).

4.17 As soon as reasonably practicable after an election notice has been given under paragraph 4.3 of the property redress schedule to purchase the Kaingaroa school site (land only), the Minister for Treaty of Waitangi Negotiations must give notice to the relevant persons in accordance with section 91 of the Moriori Claims Settlement Act 2021, and the equivalent provision in the Ngāti Mutunga o Wharekauri settlement legislation, that the property ceases to be shared RFR land for the purposes of those Acts.

5 SHARED REDRESS LEGISLATION, CONDITIONS, EFFECT OF THIS DEED AND TERMINATION

SHARED REDRESS LEGISLATION

5.1 The Crown must propose the draft shared redress bill for introduction to the House of Representatives.

5.2 Each governance entity that enters into this deed, and the shared redress group it represents, acknowledges that the draft shared redress bill is in a satisfactory form.

5.3 The shared redress legislation will provide for all matters for which legislation is required to give effect to this shared redress deed.

5.4 The draft shared redress bill proposed for introduction to the House of Representatives must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions.

5.5 Each governance entity that enters into this deed, and the shared redress group it represents, must support the passage of the draft shared redress bill through Parliament.

SETTLEMENT CONDITIONAL

5.6 This deed is conditional on the shared redress legislation coming into force.

5.7 However, the following provisions of this deed are binding on its signing:

5.7.1 clauses 5.5 to 5.14, and part 7 of the main body of this deed:

5.7.2 the general matters schedule.

EFFECT OF THIS DEED

5.8 This deed –

5.8.1 is "without prejudice" until it becomes unconditional; and

5.8.2 may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

5.9 Clause 5.8.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

5.10 This deed comes into effect even if only one governance entity enters into this deed.

5.11 In this deed a governance entity "**enters into this deed**" if it executes this deed, for itself and on behalf of the shared redress group it represents, on the same date as the Crown executes it.

TERMINATION

5.12 The Crown or any governance entity that enters into this deed may terminate this deed, by notice to the recipients, if –

5.12.1 the shared redress legislation has not come into force within 30 months after the date of this deed; and

5.12.2 the notifier has given each recipient at least 40 working days' notice of an intention to terminate.

5.13 If this deed is terminated in accordance with its provisions –

5.13.1 this deed is at an end; and

5.13.2 subject to this clause, this deed does not give rise to any rights or obligations; and

5.13.3 this deed remains "without prejudice".

5.14 In clause 5.12 -

5.14.1 **notifier** means whichever of the Crown, or governance entity that enters into this deed, gives notice under clause 5.12; and

5.14.2 **recipient** means whichever of the Crown, and each governance entity that enters into this deed, did not give that notice.

6 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

6.1 The general matters schedule includes provisions in relation to –

6.1.1 the Crown's tax indemnities in relation to the shared redress; and

6.1.2 giving notice under this deed or a related document; and

6.1.3 amending this deed.

DEFINITIONS

6.2 The definitions in part 4 of the general matters schedule apply to this deed.

INTERPRETATION

6.3 Part 5 of the general matters schedule applies to the interpretation of this deed.

7 ACCESSION

APPLICATION OF THIS PART

7.1 This part applies if only one governance entity enters into this deed.

ACKNOWLEDGEMENTS

7.2 The Crown and the deed signing governance entity, on behalf of itself and the shared redress group it represents, acknowledge and record -

7.2.1 the shared redress provided by this deed was agreed in principle and described in general terms in the Moriori agreement in principle, the Moriori deed of settlement, the Ngāti Mutunga o Wharekauri agreement in principle and the Ngāti Mutunga o Wharekauri deed of settlement; and

7.2.2 the Moriori deed of settlement provided for ongoing negotiations in good faith to conclude a shared redress deed within certain timeframes; and

7.2.3 those timeframes have passed; and

7.2.4 therefore, and as a result of the consequential Crown commitments noted above, this shared redress deed has been negotiated by the Crown and the deed signing governance entity; and

7.2.5 that by the date of this deed the non-deed signing governance entity had not executed the deed; and

7.2.6 the strong desire of the deed signing governance entity and the Crown for the non-deed signing governance entity to be a party to this deed; and

7.2.7 that the Crown and the deed signing governance entity are therefore fully supportive of the non-deed signing governance entity acceding to this deed.

ACCESSION

7.3 At any time before the second reading of the shared redress legislation, the non-deed signing governance entity may accede to this deed by -

7.3.1 executing a deed of accession on the terms provided in part 3 of the documents schedule; and

7.3.2 giving a copy of the executed deed of accession to the Crown and the deed signing governance entity.

EFFECTS OF ACCESSION

7.4 From the date of receipt by the Crown of the executed deed of accession under clause 7.3, this deed will be read as if the non-deed signing governance entity entered into this deed on the date of this deed.

7.5 As soon as reasonably practicable after date of receipt by the Crown of the executed deed of accession under clause 7.3, the Crown must propose to the House of Representatives such amendments to the draft shared redress bill as may be necessary to reflect the accession of the non-deed signing governance entity to this deed.

EFFECT OF NO ACCESSION

7.6 For the avoidance of doubt, the Crown records that the redress under this deed will be given effect to by the shared redress legislation, and part 4, even if the non-deed signing governance entity does not accede to this deed under clause 7.3.

SIGNED as a deed on 16 September 2026 by at least one governance entity and the Crown

SIGNED by the trustees of **MORIORI IMI SETTLEMENT TRUST** for and on behalf of Moriori, and themselves as trustees in the presence of –

WITNESS

_____

Name:

Occupation:

Address:

_____
Thomas Henry Lanauze

_____
Cushla Jane Allen

_____
William Peter King

_____
Chas Karauria Taurima

_____
Hayden McAlaister Preece

SIGNED as a deed on 16 September 2026 by at least one governance entity and the Crown

SIGNED by the mandated signatories for and on behalf of **NGĀTI MUTUNGA O WHAREKAURI** and by the directors of **TE KOROWAI O NGĀTI MUTUNGA O WHAREKAURI TRUSTEE LIMITED** in its capacity as trustee of **TE KOROWAI O NGĀTI MUTUNGA O WHAREKAURI TRUST**

WITNESS

Name: Anthony James Taniwha Tumoana

Occupation: Contractor

Address: 75 Abilene Crescent
Churton Park
WELLINGTON

Monique Croon

Deena Ngawhata Whaitiri

Melodie Michaelina Pare Eruera

Dianne Kay Grennell

Megan Louise Lanauze-King

John Charles Preece

Paula Ann Page

SIGNED for and on behalf of **THE CROWN** by –

The Minister for Treaty of Waitangi Negotiations in the presence of –

Hon Paul Jonathan Goldsmith

WITNESS

Name: Hannah Watts

Occupation: Private Secretary

Address: Wellington

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 Nicola Valentine Willis

WITNESS



Name: OLIVIA MAXWELL

Occupation: PUBLIC SERVANT

Address: WELLINGTON