

**TE RŪNANGA O TE WHĀNAU CHARITABLE TRUST**

**TE WHĀNAU A APANUI NEGOTIATION TEAM**

**THE APANUI HAPŪ CHAIRS FORUM**

**and**

**THE CROWN**

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**DEED RECORDING ON-ACCOUNT ARRANGEMENTS**

**in relation to**

**TE WHĀNAU A APANUI HISTORICAL CLAIMS**

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**DEED RECORDING ON-ACCOUNT ARRANGEMENTS**

THIS DEED is made between

TE RŪNANGA O TE WHĀNAU CHARITABLE TRUST

TE WHĀNAU A APANUI NEGOTIATION TEAM

THE APANUI HAPŪ CHAIRS FORUM

and

THE CROWN

## 1 BACKGROUND

- 1.1 The Crown recognised the mandate of Te Whānau a Apanui Negotiation Team on 16 August 2017 to negotiate a settlement of Te Whānau a Apanui historical claims.
- 1.2 The Crown and Te Whānau a Apanui Negotiation Team entered into an Agreement in Principle on 28 June 2019.
- 1.3 Te Whānau a Apanui and the Crown are now in negotiations towards a deed of settlement to settle Te Whānau a Apanui historical claims.
- 1.4 Parties other than the Crown to this deed include:
  - 1.4.1 **Te Whānau a Apanui Negotiation Team** being the mandated negotiators and representing Te Whānau a Apanui in negotiations with the Crown for the settlement of Te Whānau a Apanui historical claims;
  - 1.4.2 **Te Rūnanga o Te Whānau Charitable Trust**, established 11 October 1988 under the Charitable Trusts Act 1957, the recipient entity for the on-account payment; and
  - 1.4.3 **The Apanui Hapū Chairs Forum**, being the forum referred to in clause 1.1.2 of the Agreement in Principle being where the mana lies and for all intents and purposes the governance for the negotiators. The forum was created to keep the hapū of Te Whānau a Apanui informed of progress in the Te Whānau a Apanui settlement negotiations, provide Te Whānau a Apanui Negotiation Team with direction about issues from an individual and collective hapū perspective and to share information.
- 1.5 The parties acknowledge and agree:
  - 1.5.1 Te Rūnanga o Te Whānau Charitable Trust will be the recipient entity for the on-account payment;
  - 1.5.2 the Apanui Hapū Chairs Forum supports the on-account payment contemplated under this deed by resolution on 20 March 2020 (and confirmed subsequently by Te Whānau a Kahurautao);
  - 1.5.3 the Crown will provide Te Rūnanga o Te Whānau Charitable Trust with a payment on-account of the settlement of Te Whānau a Apanui historical claims according to the terms and conditions of this deed;
  - 1.5.4 although Te Whānau a Maruhaeremuri and Te Whānau a Te Ehotu are not included in the definition of "The hapū" in the Trust Deed of Te Rūnanga o Te Whānau Charitable Trust, they are intended to benefit from the on-account payment alongside the other Te Whānau a Apanui hapū listed in schedule 1, clause 1.3.2 of the agreement in principle;
  - 1.5.5 although Te Whānau a Tapaeururangi is included in the definition of "The hapū" in the Trust Deed of Te Rūnanga o Te Whānau Charitable Trust, Te Whānau a Tapaeururangi have settled their historical claims as part of the Crown's deed of settlement with Ngāti Porou. Therefore, they do not fall within the ambit of the

## DEED RECORDING ON-ACCOUNT ARRANGEMENTS

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Treaty Settlement for Te Whānau a Apanui. For this reason the on-account payment does not include and is not intended to benefit Te Whānau a Tapaeururangi; and

- 1.5.6 Te Whānau a Apanui Negotiation Team and Te Rūnanga o Te Whānau Charitable Trust acknowledge they have the support of the Apanui Hapū Chairs Forum to enter into this deed.

## 2 ON-ACCOUNT ARRANGEMENTS

### ON-ACCOUNT PAYMENT

- 2.1 Within **ten** business days of the date of this deed, the Crown will pay to Te Rūnanga o Te Whānau Charitable Trust \$6,000,000, being the **on-account payment**.
- 2.2 Te Whānau a Apanui Negotiation Team, the Apanui Hapū Chairs Forum and Te Rūnanga o Te Whānau Charitable Trust acknowledge and agree that:
- 2.2.1 the on-account payment forms part of the financial and commercial redress to be provided by the Crown in the settlement of Te Whānau a Apanui historical claims;
- 2.2.2 the on-account payment will be deducted from the financial and commercial redress amount offered by the Crown in Te Whānau a Apanui settlement; and
- 2.2.3 any interest payable by the Crown on the on-account payment will only be payable for the period:
- (a) beginning on the date of the agreement in principle; and
  - (b) ending on the day before the payment date.
- 2.3 All parties acknowledge the on-account payment is made on the basis that the agreed financial and commercial redress amount for the settlement of Te Whānau a Apanui historical claims is \$30 million, consistent with clause 9.2 of the agreement in principle.
- 2.4 This deed:
- 2.4.1 records on-account arrangements in relation to Te Whānau a Apanui historical claims;
- 2.4.2 subject to clause 2.2, does not settle or otherwise affect those claims; but
- 2.4.3 may be used by the Crown in any proceedings whatsoever as evidence of redress previously provided by the Crown on-account of the settlement of Te Whānau a Apanui historical claims.

### SETTLEMENT

- 2.5 Except as provided in this deed, the parties' rights and obligations remain unaffected.

### 3 MISCELLANEOUS

#### AMENDMENT

- 3.1 This deed may be amended only by a written amendment signed by the parties.

#### ENTIRE AGREEMENT

- 3.2 This deed:
- 3.2.1 constitutes the entire agreement in relation to the matters in it; and
  - 3.2.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements in relation to the matters in it.

#### NO WAIVER OR ASSIGNMENT

- 3.3 Except as provided in this deed:
- 3.3.1 a failure, delay, or indulgence in exercising a right or power under this deed, does not operate as a waiver of that right or power; and
  - 3.3.2 a single, or partial, exercise of a right or power under this deed, does not preclude:
    - (a) a further exercise of that right or power; or
    - (b) the exercise of another right or power; and
  - 3.3.3 a person may not transfer or assign a right or obligation under this deed.

#### COUNTERPARTS

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

## 4 TAX

### INDEMNITY

- 4.1 The provision of the on-account payment, or an indemnity payment, to Te Rūnanga o Te Whānau Charitable Trust is not intended to be:
- 4.1.1 a taxable supply for GST purposes; or
  - 4.1.2 assessable income for income tax purposes.
- 4.2 The Crown hereby indemnifies Te Rūnanga o Te Whānau Charitable Trust for:
- 4.2.1 any GST payable by Te Rūnanga o Te Whānau Charitable Trust in respect of the provision of the on-account payment or an indemnity payment; and
  - 4.2.2 any income tax payable by Te Rūnanga o Te Whānau Charitable Trust as a result of the on-account payment, or an indemnity payment, being treated as assessable income of Te Rūnanga o Te Whānau Charitable Trust; and
  - 4.2.3 any reasonable cost or liability incurred by Te Rūnanga o Te Whānau Charitable Trust in taking, at the Crown's direction, action:
    - (a) relating to an indemnity demand; or
    - (b) under clause 4.13 or clause 4.14.1(b).

### LIMITS

- 4.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 4.3.1 Te Rūnanga o Te Whānau Charitable Trust's:
- (a) use of the on-account payment or an indemnity payment;
  - (b) payment of costs, or any other amounts, in relation to the on-account payment; or
  - (c) receipt of any income from the on-account payment or an indemnity payment.

### ACKNOWLEDGEMENTS

- 4.4 To avoid doubt, the parties acknowledge:
- 4.4.1 the on-account payment is provided:
- (a) on-account of the future settlement redress of Te Whānau a Apanui historical claims in relation to the Treaty of Waitangi; and

(b) with no other consideration being provided;

4.4.2 nothing in this part is intended to imply that:

(a) the provision of the on-account payment, or an indemnity payment, is:

(i) a taxable supply for GST purposes; or

(ii) assessable income for income tax purposes; and

(b) Te Rūnanga o Te Whānau Charitable Trust receives:

(i) the on-account payment, assets or rights other than for charitable purposes; or

(ii) income other than as exempt income for income tax purposes; and

4.4.3 Te Rūnanga o Te Whānau Charitable Trust is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

#### CONSISTENT ACTIONS

4.5 Neither Te Rūnanga o Te Whānau Charitable Trust, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 4.

4.6 In particular, Te Rūnanga o Te Whānau Charitable Trust agrees that:

4.6.1 from the payment date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and

4.6.2 neither it, nor any person associated with it, will claim with respect to the provision of the on-account payment, or an indemnity payment:

(a) an input credit for GST purposes; or

(b) a deduction for income tax purposes.

#### INDEMNITY DEMANDS

4.7 Te Rūnanga o Te Whānau Charitable Trust and the Crown must give notice (an **indemnity demand**) to the other, as soon as reasonably possible after becoming aware that Te Rūnanga o Te Whānau Charitable Trust may be entitled to an indemnity payment.

4.8 An indemnity demand:

4.8.1 may be made at any time after the payment date; but

4.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is:



- (a) specified in an assessment; or
- (b) a date for the payment of provisional tax; or
- (c) otherwise determined; and

4.8.3 must be accompanied by:

- (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
- (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

#### **INDEMNITY PAYMENTS**

4.9 If Te Rūnanga o Te Whānau Charitable Trust is entitled to an indemnity payment, the Crown may make the payment to:

4.9.1 Te Rūnanga o Te Whānau Charitable Trust; or

4.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, Te Rūnanga o Te Whānau Charitable Trust.

4.10 Te Rūnanga o Te Whānau Charitable Trust must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of:

4.10.1 the due date for payment of the tax; or

4.10.2 the next business day after receiving the indemnity payment.

#### **REPAYMENT**

4.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, Te Rūnanga o Te Whānau Charitable Trust must promptly repay to the Crown any amount that:

4.11.1 the Commissioner of Inland Revenue refunds or credits to Te Rūnanga o Te Whānau Charitable Trust; or

4.11.2 Te Rūnanga o Te Whānau Charitable Trust has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

4.12 Te Rūnanga o Te Whānau Charitable Trust has no right of set-off or counterclaim in relation to an amount payable by it under clause 4.11.

#### **RULINGS**

4.13 Te Rūnanga o Te Whānau Charitable Trust must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of the on-account payment.

**CONTROL OF DISPUTES**

4.14 If Te Rūnanga o Te Whānau Charitable Trust is entitled to an indemnity payment, the Crown may:

4.14.1 by notice to Te Rūnanga o Te Whānau Charitable Trust, require it to:

- (a) exercise a right to defer the payment of tax; and/or
- (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest:
  - (i) a tax assessment; and/or
  - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or

4.14.2 nominate and instruct counsel on behalf of Te Rūnanga o Te Whānau Charitable Trust whenever it exercises its rights under clause 4.14.1; and

4.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

## 5 DEFINITIONS AND INTERPRETATION

### DEFINED TERMS

5.1 In this deed, unless the context requires otherwise:

**agreement in principle** means the agreement in principle entered into and dated 28 June 2019 by the constituent hapū of Te Whānau a Apanui Hapū, Te Whānau a Apanui Negotiation Team, and the Crown recording in principle the basis upon which those parties are willing to enter into a deed of settlement settling Te Whānau a Apanui historical claims;

**assessable income** has the meaning given to it by section YA 1 of the Income Tax Act 2007;

**business day** means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year;
- (c) the day observed as the anniversaries of the province of Wellington or Bay of Plenty, and
- (d) if Waitangi Day and/or Anzac Day fall on a Saturday or Sunday, then the following Monday;

**Crown** has the meaning given to it in section 2(1) of the Public Finance Act 1989;

**date of this deed** means the date this deed is signed by the parties;

**deed** means this deed recording on-account arrangements between Te Rūnanga o Te Whānau Charitable Trust, Te Whānau a Apanui Negotiations Team on behalf of Te Whānau a Apanui and the Crown, and that deed as amended from time to time;

**financial and commercial redress** means the financial and commercial redress payable by the Crown pursuant to a deed of settlement for the settlement of Te Whānau a Apanui historical claims;

**GST** means:

- (a) goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 4, any interest or penalty payable in respect of, or on-account of, the late or non-payment of GST;

**Apanui Hapū Chairs Forum** means the forum referred to in clause 1.1.2 of the agreement in principle created to keep the hapū of Te Whānau a Apanui informed of progress in the Te Whānau a Apanui settlement negotiations, provide Te Whānau a

Apanui Negotiation Team with feedback and advice about issues from a hapū perspective and to share information;

**income tax** means income tax imposed under the Income Tax Act 2007 and includes, for the purpose of part 4, any interest or penalty payable in respect of, or on-account of, the late or non-payment of income tax;

**indemnity demand** means a demand made by Te Rūnanga o Te Whānau Charitable Trust under part 4 for an indemnity payment;

**indemnity payment** means a payment made by the Crown to Te Rūnanga o Te Whānau Charitable Trust under part 4;

**mandated negotiators** means Rikirangi Gage, Matanuku Mahulka and Natalie Coates;

**on-account payment** means the sum referred to in clause 2.1;

**payment date** means the date the on-account payment is paid to Te Rūnanga o Te Whānau Charitable Trust in accordance with clause 2.1;

**provision**, in relation to the on-account payment, includes its allotting, payment, credit, transfer, vesting, making available, creation, or grant;

**Te Rūnanga o Te Whānau Charitable Trust** means the incorporated charitable trust board established by Te Rūnanga o Te Whānau Charitable Trust deed acting by and through its board members;

**Te Rūnanga o Te Whānau Charitable Trust deed** means the deed of trust establishing Te Rūnanga o Te Whānau Charitable Trust dated 11 October 1988 and includes the schedules and any amendments to that deed;

**Te Whānau a Apanui deed of settlement** means Te Whānau a Apanui deed of settlement of historical claims to be signed between the Crown, Te Whānau a Apanui and the future governance entity for Te Whānau a Apanui;

**Te Whānau a Apanui historical claims** means every claim, whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the settlement date (as defined in the Whānau a Apanui deed of settlement to be entered into between the Crown and Te Whānau a Apanui) that Te Whānau a Apanui had at, or at any time before, that date, or may have at any time after that date and that:

- (a) is, or is founded on, a right arising:
  - (i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
  - (ii) under legislation;
  - (iii) at common law (including in relation to aboriginal title or customary law);
  - (iv) from a fiduciary duty or otherwise; and
- (b) arises from or relates to acts or omissions before 21 September 1992:
  - (i) by or on behalf of the Crown; or
  - (ii) by or under legislation;

**Te Whānau a Apanui Negotiation Team** refers to the mandated negotiators given a mandate by Te Whānau a Apanui to represent it in negotiations with the Crown to settle Te Whānau a Apanui historical claims.

**Te Whānau a Apanui settlement** means the settlement of Te Whānau a Apanui historical claims as agreed between the Crown and Te Whānau a Apanui;

**tax** includes income tax and GST;

**tax indemnity** means an indemnity given by the Crown under part 4;

**taxable activity** has the meaning given to it by section 6 of the Goods and Services Tax Act 1985;

**taxable supply** has the meaning given to it by section 2 of the Goods and Services Tax Act 1985; and

**use**, in relation to the on-account payment or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

## INTERPRETATION

- 5.2 In the interpretation of this deed, unless the context otherwise requires:
- 5.2.1 headings appear as a matter of convenience and do not affect the interpretation of this deed;
  - 5.2.2 defined terms have the meanings given to them by this deed but if there are any inconsistencies between the definitions in this deed and Te Whānau a Apanui deed of settlement, the definitions in Te Whānau a Apanui deed of settlement shall prevail;
  - 5.2.3 where a word or expression is defined in this deed, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
  - 5.2.4 the singular includes the plural and vice versa;
  - 5.2.5 a word importing one gender includes the other genders;
  - 5.2.6 a reference to legislation includes a reference to that legislation as amended, consolidated, or substituted;
  - 5.2.7 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors;
  - 5.2.8 an agreement on the part of two or more persons binds each of them jointly and severally;
  - 5.2.9 a reference to a document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced from time to time;
  - 5.2.10 a reference to a monetary amount is to New Zealand currency;
  - 5.2.11 a reference to written or in writing includes all modes of presenting or reproducing words, figures, and symbols in a tangible and permanently visible form;

DEED OF ON-ACCOUNT SETTLEMENT

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- 5.2.12 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate;
- 5.2.13 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction to the House of Representatives, any legislation;
- 5.2.14 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between the working party and the Crown;
- 5.2.15 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day; and
- 5.2.16 a reference to time is to New Zealand time.

DEED RECORDING ON-ACCOUNT ARRANGEMENTS

SIGNED as a deed on 20 August 2020

SIGNED by the Apanui Hapū Chairs Forum  
in the presence of:

W. J. P. Hume J.P.  
Justice of The Peace

Te Whānau a Haraawaka

Print Name: Francis Cameron

*[Signature]*  
Cameron

Signature of Witness: W. J. P. Hume

Witness Name: W. J. P. Hume

Occupation: Retired

Address: 53 Awater Avenue  
Beerscoun  
Hamilton

Te Whānau a Hikarukutai

Print Name:

Ora Barlow  
*[Signature]*  
Barlow

Signature of Witness:

Witness Name: *[Signature]*

Occupation: RETIRED

Address: SH 35 OMAO  
P.O. Box 236  
OPOTIKI

Te Whānau a Tutawake / Tuwahiawa

Print Name: Paul Delamere

*[Signature]*  
Delamere

Signature of Witness: J. S. Fraser

Witness Name: Jan Fraser

Occupation: Retired

Address: OMAO, RD3  
OPOTIKI

Te Whānau a Nuku

Print Name: Matthew Houia

*[Signature]*  
Houia

Signature of Witness:

Witness Name:

Occupation:

Address:

Te Whānau a Rutaia

Print Name: Catherine Edmonds

*[Signature]*  
Edmonds

Signature of Witness:

Name: *[Signature]*

Occupation: RETIRED

Address: SH 35 OMAO  
P.O. Box 236  
OPOTIKI

Te Whānau a Hinetekahu

Print Name: Lynette Parckura

*[Signature]*  
Parckura

Signature of Witness:

Witness Name: *[Signature]*

Occupation: RETIRED

Address: SH 35 OMAO  
P.O. Box 236  
OPOTIKI

DEED OF ON-ACCOUNT SETTLEMENT

*Edward Matchitt*

Te Whānau a Te Ehutu

Print Name:

Edward Matchitt

~~*Edward Matchitt*~~

Te Whānau a Kaiāio

Print Name:

Joe Ngatoro

*Joe Ngatoro*

Te Whānau a Kahuraotao and Te Whānau a Rangī-i-runga

Print Name:

Inys Andrea Calcott

*Inys Andrea Calcott*

Te Whānau a Maruhaeremuri

Print Name:

Willie Te Aho

*Willie Te Aho*

Te Whānau a Pararaki

Print Name:

MOANA WATITI

*R. R. Mato*

Te Whānau a Kauaetangohia

Print Name:

Rika Mato

Signature of Witness:

Witness Name:

Occupation:

Address:

*J.G. Fraser*  
*Ian Fraser*  
*Retired*  
*Omaio R.D.3*  
*Opotiki*

Signature of Witness:

Witness Name:

Occupation:

Address:

*Triaki Parata*  
*Triaki Parata*  
*Manager*  
*Main Rd*  
*Te Kaha*

Signature of Witness:

Witness Name:

Occupation:

Address:

*Inys Andrea Calcott*  
*Inys Andrea Calcott*  
*Retired*  
*R.D.3 OPOTIKI*  
*St. Hy 35*  
*Te Kaha*  
*Wp. Houma J.P.*

Signature of Witness:

Name:

Occupation:

Address:

*J.G. Fraser*  
*Ian Fraser*  
*Retired*  
*Omaio, RD3*  
*Opotiki*

Signature of Witness:

Witness Name:

Occupation:

Address:

*J.G. Fraser*  
*Ian Fraser*  
*Retired*  
*Omaio, RD3*  
*Opotiki*

Signature of Witness:

Witness Name:

Occupation:

Address:

*J.G. Fraser*  
*Ian Fraser*  
*Retired*  
*Omaio, RD3,*  
*Opotiki*



DEED OF ON-ACCOUNT SETTLEMENT

**SIGNED** as a deed on

**SIGNED** by the Apanui Hapū Chairs Forum  
in the presence of:

\_\_\_\_\_  
Te Whānau a Haraawaka  
Print Name:

\_\_\_\_\_  
Signature of Witness:  
Witness Name:  
Occupation:  
Address:

\_\_\_\_\_  
Te Whānau a Hikarukutai  
Print Name:

\_\_\_\_\_  
Signature of Witness:  
Witness Name:  
Occupation:  
Address:

\_\_\_\_\_  
Te Whānau a Tutawake / Tuwahiawa  
Print Name:

\_\_\_\_\_  
Signature of Witness:  
Witness Name:  
Occupation:  
Address:



\_\_\_\_\_  
Te Whānau a Nuku  
Print Name:  
Matthew Michael Houma



\_\_\_\_\_  
Signature of Witness:  
Witness Name: Hirere Ngamoki  
Occupation: ~~Cons~~ Public Servant  
Address: 31B Omaiō Pā Road  
Via Opaiki  
3199

\_\_\_\_\_  
Te Whānau a Rutaia  
Print Name:

\_\_\_\_\_  
Signature of Witness:  
Name:  
Occupation:  
Address:

\_\_\_\_\_  
Te Whānau a Hinetekahu  
Print Name:

\_\_\_\_\_  
Signature of Witness:  
Witness Name:  
Occupation:  
Address:

DEED OF ON-ACCOUNT SETTLEMENT

Te Whānau a Te Ehutu  
Print Name:

Signature of Witness:  
Witness Name:  
Occupation:  
Address:

Te Whānau a Kaiaio  
Print Name:

Signature of Witness:  
Witness Name:  
Occupation:  
Address:

Te Whānau a Kahuraotao and Te Whānau a  
Rangihirunga  
Print Name:

Signature of Witness:  
Witness Name:  
Occupation:  
Address:

Te Whānau a Maruhaeremuri  
Print Name:

Signature of Witness:  
Name:  
Occupation:  
Address:

Te Whānau a Pararaki  
Print Name:

Signature of Witness:  
Witness Name:  
Occupation:  
Address:

Te Whānau a Kauaetangohia  
Print Name:

Signature of Witness:  
Witness Name:  
Occupation:  
Address:

DEED OF ON-ACCOUNT SETTLEMENT

AFFIXED on behalf of the board of Te Rūnanga o Te Whānau Charitable Trust, the common seal of the board of Te Rūnanga o Te Whānau Charitable Trust, attested to by two members of the board:



*Melwini*

Name: MATEU HEREWINI  
Occupation: RETIRED  
Address: STATE HIGHWAY 35  
MAUNGAROA 3199.

Common seal of the board of Te Rūnanga o Te Whānau Charitable Trust

*Astrid Tawhai*

Name: ASTRID TAWHAI  
Occupation: SOCIAL WORKER (TE POUAKAKAI)  
Address: 5552 MAIN RD  
R.03 OMAIO  
OPOTIKI

SIGNED by Te Whānau a Apanui Negotiation Team

*Rikirangi Gage*  
Rikirangi Gage

In the presence of:

Signature of Witness

Matanuku Mahuika

Witness Name:

Occupation:

Natalie Coates

Address:

DEED OF ON-ACCOUNT SETTLEMENT

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

\_\_\_\_\_  
Hon Andrew Little

\_\_\_\_\_  
Signature of Witness

Witness Name:

Occupation:

Address:

**SIGNED** for and on behalf of **THE CROWN**  
by the Minister of Finance only in relation to  
the indemnities given in part 4 of this deed in  
the presence of:

\_\_\_\_\_  
Hon Grant Robertson

\_\_\_\_\_  
Signature of Witness

Witness Name:

Occupation:

Address:

DEED OF ON-ACCOUNT SETTLEMENT

**AFFIXED** on behalf of the board of Te Rūnanga o Te Whānau Charitable Trust, the common seal of the board of Te Rūnanga o Te Whānau Charitable Trust, attested to by two members of the board:

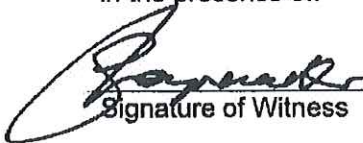
\_\_\_\_\_  
Name:  
Occupation:  
Address:

\_\_\_\_\_  
Common seal of the board of Te Rūnanga o Te Whānau Charitable Trust

\_\_\_\_\_  
Name:  
Occupation:  
Address:

**SIGNED** by Te Whānau a Apanui Negotiation Team

in the presence of:

  
\_\_\_\_\_  
Signature of Witness

Witness Name: *Shayne Walker*

Occupation: *Management*

Address: *143 St Georges Road  
Hastings*

\_\_\_\_\_  
Rikirangi Gage

  
\_\_\_\_\_  
Matanuku Mahūika

\_\_\_\_\_  
Natalie Coates

**DEED OF ON-ACCOUNT SETTLEMENT**

---

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

\_\_\_\_\_  
Hon Andrew Little

\_\_\_\_\_  
Signature of Witness

Witness Name:

Occupation:

Address:

**SIGNED** for and on behalf of **THE CROWN**  
by the Minister of Finance only in relation to  
the indemnities given in part 4 of this deed in  
the presence of:

\_\_\_\_\_  
Hon Grant Robertson

\_\_\_\_\_  
Signature of Witness

Witness Name:

Occupation:

Address:

DEED OF ON-ACCOUNT SETTLEMENT

**AFFIXED** on behalf of the board of Te Rūnanga o Te Whānau Charitable Trust, the common seal of the board of Te Rūnanga o Te Whānau Charitable Trust, attested to by two members of the board:

\_\_\_\_\_  
Name:  
Occupation:  
Address:


\_\_\_\_\_  
Common seal of the board of Te Rūnanga o Te Whānau Charitable Trust

\_\_\_\_\_  
Name:  
Occupation:  
Address:

**SIGNED** by Te Whānau a Apanui Negotiation Team

  
\_\_\_\_\_  
Rikirangi Gage

in the presence of:

  
\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Matanuku Mahuika

Witness Name: *Tayla Ahoā*

  
\_\_\_\_\_  
Natalie Coates

Occupation: *Solicitor*

Address: *1108 Fenton Street,  
Rotorua 3010*

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

---

Hon Andrew Little

---

Signature of Witness

Witness Name:

Occupation:

Address:

**SIGNED** for and on behalf of **THE CROWN**  
by the Minister of Finance only in relation to  
the indemnities given in part 4 of this deed in  
the presence of:

---

Hon Grant Robertson

Signature of Witness

Witness Name:

Occupation:

Address:



DEED OF ON-ACCOUNT SETTLEMENT

---

**AFFIXED** on behalf of the board of Te Rūnanga o Te Whānau Charitable Trust, the common seal of the board of Te Rūnanga o Te Whānau Charitable Trust, attested to by two members of the board:

\_\_\_\_\_  
Name:  
Occupation:  
Address:

\_\_\_\_\_  
Common seal of the board of Te Rūnanga o Te Whānau Charitable Trust

\_\_\_\_\_  
Name:  
Occupation:  
Address:

**SIGNED** by Te Whānau a Apanui Negotiation Team

\_\_\_\_\_  
Rikirangi Gage

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Matanuku Mahuika

Witness Name:


Occupation:

\_\_\_\_\_  
Natalie Coates

Address:

DEED OF ON-ACCOUNT SETTLEMENT

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

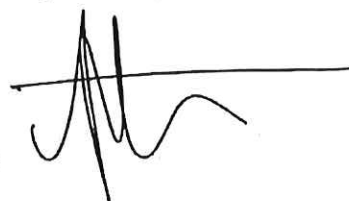
  
\_\_\_\_\_  
Hon Andrew Little  
\_\_\_\_\_  
Signature of Witness

Witness Name: Anna Galvin

Occupation: Public servant

Address: Wellington

**SIGNED** for and on behalf of **THE CROWN**  
by the Minister of Finance only in relation to  
the indemnities given in part 4 of this deed in  
the presence of:

  
\_\_\_\_\_  
Hon Grant Robertson  
\_\_\_\_\_  
Signature of Witness

Witness Name: Angus Hodgson

Occupation: Public Servant

Address: Wellington