



NGĀTI PĀOA DEED OF MANDATE

May 2011

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1. Introduction

1.1 Purpose of this Document

The purpose of this document is to provide information and evidence of the mandate achieved by the Ngāti Pāoa Trust Board to continue negotiations with the Crown regarding the comprehensive settlement of Ngāti Pāoa Treaty of Waitangi claims and participation in the Hauraki and Tamaki Collective.

The Ngāti Pāoa Trust Board was mandated through a fair, open and robust process.

This Deed of Mandate outlines the structure and accountabilities of the Ngāti Pāoa Trust Board to the iwi of Ngāti Pāoa regarding the full and final settlement of Ngāti Pāoa historical Treaty claims.

This Deed of Mandate is not for the purposes of describing specific details, part or full of the claim, or of the settlement to be sought because these are significant matters to be further discussed, negotiated and communicated directly between Ngāti Pāoa and the Crown through its negotiators.

The contents of this Deed of Mandate are without prejudice, and should in no way disadvantage or jeopardise any claimant group nor be used as a reference for the process of negotiations or settlement. That is the right of each claimant group at the appropriate time to disclose such information to the Crown themselves.

1.2 Statement of Intent

The intent of this Deed of Mandate is to describe the mandate achieved by the Ngāti Pāoa Trust Board to provide for the co-ordinated and collaborative approach of Ngāti Pāoa settlement discussions with the Crown.

The Ngāti Pāoa Trust Board undertook hui ā-iwi at three locations and times during March 2011. Information on the mandate and voting process were communicated at the hui ā iwi. Ngāti Pāoa people voted on the resolution by way show of hands. These hui were facilitated by an independent person contracted for the purpose of providing objectivity to the process.

Resolution:

“That the Ngāti Pāoa Trust Board be the mandated authority of Ngāti Pāoa in negotiations with the Crown regarding the comprehensive settlement of Ngāti Pāoa Treaty claims”

Through the mandating process, a majority support for the above resolution was achieved. Details of this will be explained further in this document. Also, the mandate achieved is subject to the structure and accountabilities outlined later in this document.

2. Background

2.1 *Ngāti Pāoa*

The ancestor Pāoa came from the central Waikato region and was a younger brother of the well-known Mahuta. He had a number of children by his first wife Tauhākari, but eventually left his home near Taupiri and moved to Hauraki. At Hauraki Pāoa married Tukutuku a granddaughter of Tamaterā, and they had two sons. Hence, over the years, Ngāti Pāoa have enjoyed relationships with both the Waikato and Hauraki peoples.¹

Through Hauraki tribal connections Ngāti Pāoa exercised exclusive and shared raNgātiratanga over a substantial corridor of land and coastal margins, from Matakana and Katikati in the Tauranga Moana region to Matakana (near Liegh) in the north.

Through Waikato tribal connections Ngāti Pāoa exercised exclusive and shared raNgātiratanga from Te Hoe-o-Tainui westward to the Waikato river, Ngāti Koura daughter of Pāoa to the south, northward to the Manukau harbour, Tipa son of Pāoa to the west and into Tamaki Makaurau. Ngāti Pāoa also settled on a number of Hauraki islands including Waiheke. Until European contact, Ngāti Pāoa occupied most of the land from the Thames estuary, the Hūnua Ranges, east Tāmaki, Waiheke Island and the coast northward to Whangaparāoa.

Subsequent history was not kind to Ngāti Pāoa. Having once occupied some of the most strategic land holdings in the Auckland, northern and eastern Waikato and western Hauraki regions, Ngāti Pāoa were forced to seek refuge amongst kinsmen in the Waikato hinterland following the invasion by northern tribes in 1821. This warfare, combined with successive waves of epidemics and the land confiscations of the 1860s, conspired to seriously deplete the tribe's influence over its former estate. Proximity to the European settlement in Auckland during the 1850s initially gave the tribe a commercial advantage in trade; however, this same proximity brought the tribe under enormous pressure to sell land. Consequently, by 1900, the tribe had been significantly impoverished. However, Ngāti Pāoa began to rally themselves to assert their existence as an independent iwi.

Various Waitangi Tribunal cases in the early 1980's marked the beginning of a lengthy struggle to reassert the mana of the iwi throughout its historical domain. In this respect, the tribe owes a substantial debt to the labours of those committed Ngati Paoa people who were pillars of support in the rebuilding process.

¹ Te Ahukaramū Charles Royal. 'Marutūahu tribes - Ngāti Maru and Ngāti Pāoa', Te Ara - the Encyclopedia of New Zealand, updated 4-Mar-09. URL: <http://www.TeAra.govt.nz/en/marutuahu-tribes/3>

Following a landmark Maori Land Court hearing in 1994 and at the direction of The Maori Land Court, Ngāti Pāoa did significant work on creating a single governing entity that would represent the interests of Ngāti Pāoa. That entity “The Ngāti Pāoa Trust” was established in 2004 and the inaugural trustees were elected by postal ballot in November 2004.

The Ngāti Pāoa Trust received recognition by the Maori Land Court as the single governance representative entity for the Iwi of Ngāti Pāoa in 2009.

This Deed of Mandate outlines the process by which the Ngāti Pāoa Trust Board sought and secured mandate from its people during March 2011 to enter into and complete negotiations with the Crown regarding the comprehensive settlement of Ngāti Pāoa historic Treaty claims.

2.2 Claimant Definition

The claimant group includes all individuals and whānau of Ngāti Pāoa that trace descent from their tūpuna Pāoa. Ngāti Pāoa acknowledge strong historical connections through whakapapa to other Hauraki, Waikato and Tāmaki based iwi.

Ngati Paoa acknowledge that this is not an exhaustive list and the detail of the claimant definition may be developed further over the course of negotiations.

2.3 Nga Hapū

- | | | |
|------------------------------|---------------------|--------------------|
| • Ngāti Rauwhea/Rauhea | • Ngāti Ringatahi | • Ngāti Ngamuri |
| • Ngāti Omakau | • Ngāti Te Hiko | • Ngāti Horowhenua |
| • Ngāti Pare/Parengaherehere | • Ngāti Tahuna | • Ngāti Tuwhanga |
| • Ngāti Raukura | • Ngāti Tipa | • Te Rapupo |
| • Waihina | • Ngāti Whata | • Ngāti Taharoku |
| • Ngāti Rapu | • Ngāti Rurangi | • Ngāti Wharetuoi |
| • Te Hingawaka | • Ngāti Tarao | • Ngāti Kohua |
| • Te Mate Tokeroa | • Matekiwaho | • Ngāti Huia |
| • Ngāti Kahu | • Ngāti Te Aute | • Ngāti Te Aho |
| • Ngāti Hura | • Ngāti Kauahi | • Ngāti Mahia |
| • Ngāti Huruhuru | • Ngamuri | • Ngāti Koura |
| • Te Uri o Haupa | • Te Uri Karaka | • Te Rerekau |
| | • Ngāti Manawa | • Ngati Te Umu |
| • Upokotoia | • Te Kaiwhakapae | • Ngati Korohura |
| • Ngati Putoa | • Ngati Kapu | • Ngati Hiko |
| • Te Awa | • Ngati Naho | • Ngati Whata |
| • Te Kupenga | • Te Aho Matetatahi | • Te Koheriki |
| • Ngati Ringatahi | • Ngati Piri | • Ngati Kauahi |

2.4 Ngā Marae

Direct links

- Wharekawa Marae at Whakatiwai, Kaiaua
- Raungaunu Marae at Waiti, Morrinsville
- Rangimarie Marae at Makomako, Miranda

2.5 Associated links

There are other Marae that Ngāti Pāoa on the shared tribal estate that Ngāti Pāoa either whakapapa to or are acknowledged by the marae beneficiaries as one of the mana whenua Iwi

3. Rohe – Area of Interest

“Mai Matakana ki Matakana”

The rohe of Ngāti Pāoa is spread across Mahurangi, Tamaki Makaurau, extending out into the islands of the Hauraki Gulf, Hunua, Hauraki ki Matakana.

“Waikato Taniwharau he piko he taniwha”

Ngāti Pāoa also has customary interests extending into the Waikato and beyond including Te Hoe O Tainui. This identifies the boundary between Hauraki and Waikato, From Tahuna to Taupiri where our eponymous ancestor Pāoa resided at Kaitotehe at the eastern foot of Hakarimata. From there north along the river to Manukau Harbour which covers our whakapapa to Ngāti Tipa.

Ngāti Pāoa acknowledges the overlaps with other iwi - Kaipara, Tamaki, Hauraki, Waikato and Tauranga Moana Iwi. In the greater Tamaki Makaurau settlement arena, iwi are collectivized into the Marutuahu, Wai O Hua and Ngāti Whatua groupings that make up the Tamaki Collective.

4. Ngāti Pāoa WAI Claims

The WAI references are clustered as iwi generic claims or hapū claims. There may be other WAI references that are not yet included in this strategy. The claims to be negotiated by the Ngāti Pāoa Negotiators are all of the historical claims of Ngāti Pāoa whether registered or unregistered relating to Crown actions and omissions that occurred prior to 21 September 1992 in so far as they relate to Ngati Paoa interests.

The Claims and negotiations process will seek to settle, and therefore will include, but not be limited to:

- All historical claims which are made on the basis of Ngāti Pāoa whakapapa, whether registered or unregistered;

- Overlapping claims reported on by the Waitangi Tribunal, as listed below:

Wai No.	Claim Title		Claimants
Wai 72	Ngāti Pāoa		Hariata Gordon
Wai 100	Hauraki Claims		Huhurere Tukukino for and on behalf of Hauraki iwi and the Hauraki Maori Trust Board
Wai 345	Ngāti Tipa Hapuu of Ngāti Pāoa		Maude Moengarangi Rawiri Turiakotahi Julia Susan Rawiri
Wai 563	Wharekawa Pingao Estate claim		Andrew Anaru Andrews and others
Wai 808	Ngāti Horowhenua		David James Peka Raumiria Mihiao Katipa
Wai 810	Waiheke Island Lands		Moana Te Aria Te Uri Karaka Te Waero
Wai 1530	Te Rina Hetaraka		Ngāi Tai, Ngāti Wai
Wai 1696	James Ponui Nicholls	Ngāti Whanaunga, Ngāti Maru, Ngāti Tamaterā, Ngāti Pāoa	Ngaromaki Block Trust in respect of Tararu land
Wai 1702	Teddy Andrews	Ngāti Pāoa	Matai Kapua and Mahurangi
Wai 1807	Tipa Compain	Ngāti Whanaunga, Ngāti Maru, Ngāti Tamaterā, Ngāti Pāoa	South Auckland-Franklin-Papakura-Manukau confiscations, Native Land Court, no reserves. Central Auckland, Native Land Court, no reserves. Mahurangi-North Shore-Rodney, no reserves. Tikapa moana and ngā motu, Native Land Court, no reserves.

Wai 1825	Deborah Kapa on behalf of Hetaraka Takapuna	Ngāti Pāoa	Clevedon, Kawakawa Bay, Maraetai, Tamaki Makaurau, Ihumatao, Orakei, Kaiaua, Hunua, Thames, Hauraki, Takapuna, Waiheke, Motutapu, Whangaparaoa, Otamatea, Kaipara, Piha, Muriwai, Waitakere and Whakanekeneke
Wai 1889	Teddy Andrews	Ngāti Pāoa	Mataikapua, Mahurangi and Pukorokoro
Wai 1891	James Ponui Nicholls	Ngāti Whanaunga, Ngāti Maru, Ngāti Tamaterā, Ngāti Pāoa	Ngaromaki Block Trust
Wai 1901	Wahiao Raymond James Gray	Thames area	Section 15B3 Block VIII Tairua survey district and the associated school site which is currently defined as section 5 Block VIII Tairua S.D.
Wai 2007	Matin Mikaere and Toko Renata	Ngāti Pukenga, Ngāti Maru, Ngāti Whanaunga.	Not a land based claim. Education and Tikanga
Wai 2035	Joseph Heta	Ngāti Naho and Te Paina Hapū	Not a specific area of land, rather the general land alienation and policies and practices of the Crown
Wai 2037	David Te Rare	Ngāti Pū	Whangamata blocks 1 and 2 [and Carolyna Farms known as Simpson Block]
Wai 2039	Ben Katipa	Ngāti Pāoa	Onepoto mountain- Port Waikato, Te Werenga Kapu
Wai 2080	Mary Rangitunoa Lawson-Nuri and Norman Carter on behalf of Emere Apanui Whanau	Ngāti Maru	Rangitaiki Lot 28b No. 2E and any other blocks of land in which we and our tūpuna have interest.

	Trust		
Wai 2169	Matiu Hetaraka	Ngāti Pāoa, Ngāi Tai [and others]	Various areas throughout the Hauraki district (land blocks located within Ngāti Paoa rohe and are part of the South Auckland inquiry)
Wai 2272	Hone Hawkins	Ngāti Tamaterā and Marutūahu confederation	Moehau district
Wai 2298	Airini Tokerangi	on behalf of WT Nicholls whānau and estate	Oamaru Bay, Koputauaki Bay, Oahuru Bay
Wai 2300	Korohere Ngapo	Descendants of Marutūahu ki Harataunga and Ngāti Tamaterā	Kennedy Bay/Harataunga

5. Mandated Body and Negotiators

5.1 *The Ngāti Pāoa Trust Board*

The Ngāti Pāoa Trust Board (“the Trust”) has been mandated as the representative body for the iwi of Ngāti Pāoa in respect of the negotiations with the Crown. The mandate of the Ngāti Pāoa Trust Board is subject to accountabilities to hapū and whanau. The Trust is viewed as an appropriate entity by the iwi of Ngāti Pāoa because it:

- was established in 2004 as the single governing entity for Ngāti Pāoa;
- is the mandated iwi organisation for Ngāti Pāoa pursuant to a Te Ture Whenua section 30 determination of Maori Land Court in November 2009 for the purposes of Local Government engagements and Resource Management matters;
- has sufficient capacity and resources to facilitate the negotiations process;
- is the only Ngāti Pāoa entity that has transparent election processes and accountabilities;
- has credibility with the Crown and CFRT and the accounting processes to satisfy funding requirements.

5.2 *Replacement and appointment of Trustees to the Ngāti Pāoa Trust Board*

The process relating to the governance of the Ngāti Pāoa Trust Board including replacement and appointment of Trustees to the Trust is outlined in Part 3, section 17 of the Ngāti Pāoa Trust Deed. This Part of the Deed:

- requires the Trust to have ten Trustees elected by Ngāti Pāoa;
- explains how Trustees are elected;
- requires elections for Trustees to be held at least every four years (and within two years in the case of the first Trustees);
- puts restrictions on who can be a Trustee;
- describes certain circumstances in which a Trustee has to step down from the position of Trustee;
- sets out further principles which the Trustees have to comply with;
- requires the Trustees to produce a statement explaining how governance and management work in relation to the Trust;
- requires the Trustees to have a charter explaining who Ngāti Pāoa are, what their vision is and how they will resolve disputes relating to the Trust;
- requires the Trust to have a principal office; and
- refers to other, more detailed provisions in Schedule 1.

5.3 Role of the mandated body, the Ngāti Pāoa Trust Board

The Trust will oversee the overall settlement process and ensure that negotiations are carried out in the most appropriate manner for the hapū and whanau of Ngāti Pāoa. In fulfilling this role, it is important to note that:

- the Trust does not have the authority to conclude, agree to or sign-off on any settlement with the Crown for Ngāti Pāoa whānui or any hapū. That authority rests with the hapū and whanau of Ngāti Pāoa who will exercise this authority through a vote on the settlement;

Furthermore, the role of the mandated entity does not mean that the Trust will be the recipient of any settlement assets. Decisions as to the post-settlement arrangements for the management of assets are matters to be decided by Ngāti Pāoa iwi. The Ngāti Pāoa settlement strategy will provide for an extensive consultation process on that issue.

The Ngāti Pāoa Trust will be responsible for:

- providing support to the mandated negotiators elected by Ngāti Pāoa iwi;
- guiding and making strategic governance decisions relating to the settlement process;
- establishing the necessary sub-committees, project teams, negotiators and staff to undertake key tasks associated with the settlement process;
- setting the criteria and skills required for these groups;
- appointing, removing and replacing negotiators in consultation with Ngāti Pāoa iwi and Crown officials;
- agreeing on the scope of the authority of the negotiations team;
- establish a “Treaty Negotiation Strategic Plan” to achieve a fair, robust and enduring settlement;

- accessing and maintaining support mechanisms and human resources that enhance the role of negotiators processes that ensure the achievement of a fair, robust and enduring settlement;
- agreeing on the terms of negotiation with the Crown;
- providing the managerial and administration hub and any funding (not covered by other sources) for the negotiations; and
- drafting a deed of settlement and completing the ratification process with Ngāti Pāoa iwi.

5.4 Appointment of the Negotiators

As the mandated entity, the Ngati Paoa Trust Board were responsible for appointing the Negotiators. The treaty negotiators are accountable to The Ngāti Pāoa Trust however their roles and responsibilities in regards to Crown recognition and legitimacy are distinct to that of the of The Ngāti Pāoa Trust.

The Trust Board chose to allow the iwi of Ngati Paoa to elect and appoint the negotiators directly via a hui a Iwi held on 30th April, 10am at Wharekawa Marae, Kaiaua. This process was determined to allow for a greater pool of Ngati Paoa negotiator candidates to choose from.

The hui a iwi was advertised in the Public Notices section of the New Zealand Herald on Thursday 14 April 2011.

Voting:

The process for electing the two negotiators was conducted in the following manner:

Both the nominator and nominee must have been :

1. Present at the hui and aged 18 years or older;
2. Whakapapa to Ngāti Pāoa;
3. Voting was by secret ballot as agreed by those in attendance at the hui;
4. No proxy votes were permitted.

At the hui, 9 nominations made and 6 accepted. Following an address to the hui by each nominee a vote was conducted by secret ballot. As a result of this process the the highest polling candidates nominees were Hauauru Rawiri and Anthony Morehu Wilson.

Resolution:

The following resolution was unanimously passed by the hui :

“That Hauaauru Rawiri and Anthony Morehu Wilson be confirmed as the mandated to represent Ngāti Pāoa in negotiations with the Crown regarding the comprehensive settlement of Ngāti Pāoa historic Treaty Claims.”

5.5 Meeting of the Ngāti Pāoa Mandated Negotiators

Commitment:

The Ngāti Pāoa negotiators will be required to attend all meetings convened by the Tamaki and Hauraki Collectives and Marutuahu Iwi or other such sub group set up by those collectives.

Iwi / Crown:

The Ngāti Pāoa negotiators will be required manage the interface with other iwi, Crown representatives, key stakeholders.

Reporting mechanisms:

The mandated negotiators will coordinate weekly meetings with the Treaty Negotiations Support Team to transfer and translate the information received at the weekly treaty negotiations collectives. In collaboration with the Treaty Negotiations Support Team, the mandated negotiators will carry out the negotiation in accordance with the “Treaty Negotiation Strategic Plan” that has been determined by The Ngāti Pāoa Trust Board via consultation and approval of the iwi of Ngāti Pāoa.

Accountability:

The negotiators will also be explicitly required to report and be present at the Ngāti Pāoa Trust Board meetings fortnightly.

In the event of not a non-attendance at any of the above the negotiators ensure

- A substitute;
- Take prudent steps to ensure that Ngāti Pāoa will not be disadvantaged by the non-attendance.

5.6 Operations

All operations will be facilitated through the Treaty negotiations Team made up of the two mandated negotiators and a Treaty Settlement Adviser (Legal). The Negotiators will be directly accountability for reporting on progress, financial reporting, budgets, timelines and functional roles to the Board.

The Treaty Settlement Advisor (Legal) will oversee the administrative management of the claim and will be appointed to provide direct assistance to the Ngāti Pāoa Trust Board.

5.7 Replacement and Removal of the Negotiators

The Ngāti Pāoa Trust Board will be responsible for developing and maintaining the operational relationship with the mandated negotiators including performance measures and the process for replacement and removal.

This process will be determined and advised both to the Crown and Ngati Paoa upon consultation and mutual agreement between the Board and the mandated negotiators.

5.8 Dispute Resolution

If a Ngāti Pāoa member has a concern regarding the representation of their interests during negotiations, they can inform the Ngāti Pāoa Trust Board in writing. The Ngāti Pāoa Trust Board would then seek all relevant information required from the individual or group to ensure it has a clear understanding of the nature of their concern.

Once the information has been received, the Ngāti Pāoa Trust Board will then consider if the matter requires further action, and if so they will meet with individual/group in question and proceed into a dispute resolution process as outlined in the Ngāti Pāoa Trust Deed document.

There will also be provision for the views of Ngāti Pāoa iwi to be sought at hui ā-iwi.

The views of Ngāti Pāoa must be taken into consideration when making decisions relating to the settlement and negotiation of Ngāti Pāoa claims.

5.9 Decision Making, Accountability and Reporting

Governance decisions shall take place at the Ngāti Pāoa Trust Board level. The Trust is responsible for ensuring that the Treaty Negotiations Team and the negotiators are fulfilling their roles and responsibilities. Negotiators were appointed separate to the mandate process of the Ngāti Pāoa Trust Board, but they were also achieved through thorough and robust mandate processes.

The Treaty Negotiations Team is accountable to the iwi of Ngāti Pāoa through the Board and must report on progress regularly to the Trust Board members.

Decision making processes

The Ngāti Pāoa mandated negotiators will make decisions by way of consensus. In addition, the wider Ngāti Pāoa community can participate in the decision making process by attending and voting on resolutions put at the monthly hui-a-iwi.

Reporting Process

The mandated negotiators will report to the Ngāti Pāoa Trust Board and the people about the Treaty settlement negotiation and its progress, in a number of ways, including:

- Monthly hui a iwi;
- The convening of special hui a iwi, where deemed necessary
- Written monthly reports to the Ngāti Pāoa Trust Board
- Regular pānui/newsletter;
- Website – www.haurakicollective.maori.nz and/or www.ngatipaoa.co.nz (currently under development).

6. Responsibilities and Accountabilities of the Ngāti Paoa mandated negotiators

The mandated negotiators are recognised by the Ngāti Pāoa Trust Board as fully mandated to represent Ngāti Pāoa in Treaty settlement negotiations. They will have the mandate and scope of authority to manage all aspects of settlement negotiations with the Crown. The Ngāti Pāoa Trust Board will hold the mandate to act for the people of Ngāti Pāoa and will delegate this authority to the negotiators to act on its behalf.

The negotiators will ultimately be responsible and accountable to Ngāti Pāoa via the Ngāti Pāoa Trust Board. The Ngāti Pāoa Trust Board will provide resourcing for the team to support to the negotiators.

Responsibilities and accountabilities of the mandated negotiators will include:

- Regular reporting to the Ngāti Pāoa people and Ngāti Pāoa Trust Board about the negotiation process;
- Approve and sign off on key negotiation milestones, including but not limited to:
 - Mandate Strategy;
 - Deed of Mandate;
 - Agreements in Principle; and
 - Deeds of Settlement;
- Presenting the initialled Deeds of Settlement for ratification to Ngāti Pāoa.

7. Mandating Process

7.1 Mandating Approach

The Ngāti Pāoa Trust Board sought mandate authority of Ngāti Pāoa in negotiations with the Crown regarding the comprehensive settlement of Ngāti Pāoa Treaty claims from the Ngāti Pāoa people by undertaking a vote by show of hands at three hui ā-iwi held in the Hauraki, Tamaki and Waikato regions during the month of March 2011. The three separate hui ā-iwi were conducted in three locations to cover the areas of greatest Ngāti Pāoa population. Information on the mandate and voting process provided to the iwi at these hui prior to the vote.

The overall mandate approach and information included:

- Hui ā-iwi advertised and called
- Information on the mandate and voting process
- Resolution for mandate put to the floor
- Vote on the resolutions

The resolution for consideration at the mandate hui:

“That the Ngāti Pāoa Trust Board be the mandated authority of Ngāti Pāoa in negotiations with the Crown regarding the comprehensive settlement of Ngāti Pāoa historic Treaty claims”

7.2 Mandating Process

The mandating hui were notified to members through:

- Ngāti Pāoa Trust Board meetings
- Marae meetings
- New Zealand Herald
- Waikato Times

Notification was placed in the newspaper media within an adequate time frame of the proposed hui, at least 21 days prior. The first notice appeared on 19 February 2011, and the first hui took place 22 days later on 13 March 2011.

The public notice stated clearly the purpose of the hui. It was specifically mentioned the hui was to obtain mandate for the Ngāti Pāoa Trust Board and interim negotiators. At all three hui, however, the second advertised resolution was not put to the floor. This second resolution that was omitted from all the hui stated:

“That Ngāti Pāoa confirm Glen (Joe) Tupuhi and Hauāuru (Eugene) Rawiri be confirmed negotiators to represent Ngāti Pāoa.”

Instead of mandating the named negotiators at the three hui, this was deferred to a later date.

7.3 Mandating Hui for the Ngāti Pāoa Trust Board

Mandating hui occurred at the following locations:

Date	Time	Venue
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Sun, 13 March	10am	Wharekawa Marae, Corner East Coast Road and Rata Road, Kaiaua
Tues, 15 March	6pm	Te Manukanuka a Hoturoa Marae, Uenuku Way, off Tom Pearce Drive, Auckland Airport
Thur, 17 March	6pm	Te Runanga o Kirikiriroa Trust, 59 Higgins Road, Hamilton

- Te Puni Kōkiri was invited to attend the hui as Crown observers and provide an observer report which was made available to Ngāti Pāoa and the Office of Treaty Settlements. This report is subject to the Official Information Act 1982 so could also be made available to others on request.
- Copies of pānui for the hui are provided as Appendix X.

7.4 Standardised PowerPoint Presentation

A standard and consistent presentation was developed for these hui outlining the context and process of the mandate process. A copy of the power point presentation is provided with this Deed of Mandate as Appendix X.

All Information Hui adopted a standardized approach which clearly set out:

- The purpose of the hui
- A summary of the historical claims
- The settlement approach
- The mandate strategy and approach
- The proposed mandated representative
- The proposed negotiations structure and entities
- The mandate resolution
- The mandate voting process
- Further information

At each of the three hui, members of Ngāti Pāoa had the opportunity to discuss the proposal with the Ngāti Pāoa Trust Board, and put any questions to members before a resolution affirming the mandate of the Mandated Representatives was sought.

7.5 Voting on Resolutions & Eligibility

- Voting on the resolution were by a show of hands of eligible adult members of Ngāti Pāoa present at the hui. For consistency and clarity, there was not a postal voting process, nor were proxy votes included. These voting processes were reaffirmed by the facilitator of the hui, including the eligibility of the voter.
- Members were required to be of legal voting age (18 years or older) to vote.

- An attendance register was taken at each hui. Any dispute as to eligibility to vote was already decided to be resolved by the Ngāti Pāoa Trust Board and/or knowledgeable persons of the hapū.

7.6 Public Notice and Advertising

All mandating hui were advertised in newspapers from 19 February 2011:

Date	Newspaper
19 February 2011	New Zealand Herald
19 February 2011	Waikato Times
19 February 2011	Dominion Post
22 February 2011	Hauraki Herald
22 February 2011	Manakau Courier

Other pānui and marae communication processes were also used. Minutes were not taken at the hui, but attendance registers are available for all mandate hui.

7.7 Process of Debate and Discussion on Resolution

The Ngāti Pāoa mandate strategy provided for opportunities at each hui for attendants to discuss and debate the mandate strategy and to provide feedback on improvements. At each hui, attendees were given ample opportunity to ask questions of the Ngāti Pāoa Trust Board. This allowed for fairness, openness and transparency.

At each hui:

- A facilitator presided over each hui.
- Details of the mandate strategy were presented at each hui.
- Any key issues raised were discussed
- The resolution was presented
- Independent observers from TPK attend each hui.
- An attendance registrar was kept at each hui.
- At each hui, the iwi was acknowledged and the views of their kaumātua, kuia and representatives were considered within the scope of the mandate strategy.

Attendees at the hui were given ample opportunity to ask questions about the contents of the hui, and the interim negotiators endeavoured to answer each question as fully as possible. The commonly raised questions asked about the accountability of the Ngāti Pāoa

Trust Board, the possible conflicts of interest for Ngāti Pāoa Trust Board members to become negotiators, and the relevance of the named Wai claims.

The Ngāti Pāoa Trust Board adequately answered all questions directly and accurately. The TPK independent observer noted that some of the commonly asked questions may have arisen because the second resolution that was advertised (to confirm Glen (Joe) Tupuhi and Hauāuru (Eugene) Rawiri as negotiators) was omitted from all the hui. As a result, the Ngāti Pāoa Trust Board informed each hui that matters to do with the mandating of negotiators would take place in a future clear, open and robust mandating process. See observers report, Appendix X, for more information.

8. Results of Mandate Process

8.1 Voting on Resolutions and Eligibility

At each hui, information about the voting process was provided. In the information provided for voting, the following applied:

- Members must be 18 years or older.
- Members are only eligible for one vote.
- No Proxy voting allowed
- Voting was by show of hands of all eligible members present at the hui a iwi

8.2 Results of Voting

The attendees at each hui were advised that they were voting for the resolution that:

“That the Ngāti Pāoa Trust Board be the mandated authority of Ngāti Paoa in negotiations with the Crown regarding the comprehensive settlement of Ngāti Paoa historic Treaty claims.”

There was a majority support in favour for the resolution. Of 109 hui attendees, 78 eligible voters approved the resolution.²

The results were as follows:

Location	Yes	No	Abstain
Wharekawa Marae, Kaiaua	67	0	0

² According to the Observers Report, the number of attendees is approximate and does not include attendees under the age of 18, as well as TPK observers and the interim negotiators.

Te Manukanuka a Hoturoa Marae, Auckland	8	0	0
Kirikiroa Marae, Hamilton	3	0	0
Total	78	0	0

The independent observer concluded that the majority result in favour for the resolution was achieved through a consistent, fair, and transparent process. All questions were answered as fully and as clearly as possible, and the intent of the mandating process was at all times clear.

Supporting information and evidence is attached to this Deed of Mandate displaying the comprehensive mandating processes undertaken by the Ngāti Pāoa Trust Board, including:

- Ngāti Pāoa Trust Board Mandate Strategy
- Mandate letter of endorsement from Te Puni Kōkiri
- Copies of advertisements for mandating hui
- Copy of the standard PowerPoint presentation used at hui
- Overview observers report of Ngāti Pāoa mandate hui

9. Right to amend the Deed

The Ngati Paoa Trust Board and Negotiators reserve the right to amend the Deed of Mandate at any point in the future upon mutual agreement and in the best interests of Ngati Paoa.

Any amendments will be communicated to the Crown and publicly notified for submissions, views or enquiries.

10. APPENDICES

Appended to this Deed are the following documents:

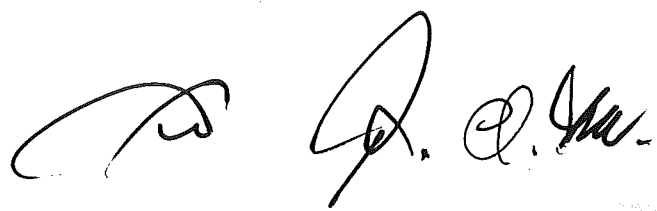
1. Crown endorsement of the Ngati Paoa Mandate Strategy
2. Ngati Paoa Mandate Strategy
3. Minutes of the three mandating hui a iwi

4. Registration list of attendees at the three mandating hui a iwi
5. Minutes from the hui a iwi appointing the Negotiators
6. Registration list of attendees at the Negotiator appointment hui
7. Powerpoint presentation from the Mandating hui a iwi
8. Copies of the newspaper advertisement for the Mandating hui and Negotiator appointment hui
9. Crown observers reports

**NGĀTI PAOA
and
THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST
and
THE CROWN**

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

[DATE]

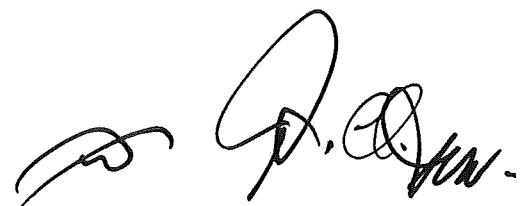
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DEED OF SETTLEMENT

PURPOSE OF THIS DEED

This deed –

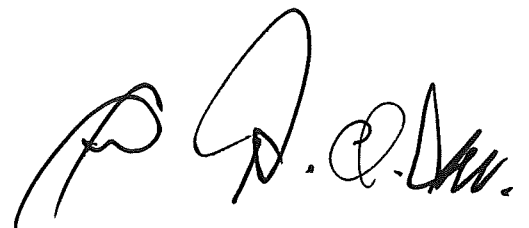
- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Paoa and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and
- settles the historical claims of Ngāti Paoa; and
- specifies the cultural redress, and the financial and commercial redress to be provided in settlement to the governance entity that has been approved by Ngāti Paoa to receive the redress; and
- includes definitions of –
 - the historical claims; and
 - Ngāti Paoa; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

A handwritten signature in black ink, appearing to be a stylized representation of a name, possibly 'P. Paoa' or similar, with a long horizontal stroke extending to the right.

DEED OF SETTLEMENT

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DEED OF SETTLEMENT

SCHEDULES

GENERAL MATTERS

- 1. Implementation of settlement**
- 2. Interest**
- 3. Tax**
- 4. Notice**
- 5. Miscellaneous**
- 6. Defined terms**
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PROPERTY REDRESS

- 1. Disclosure information and warranty**
- 2. Vesting of cultural redress properties**
- 3. Commercial properties**
- 4. Terms of transfer for purchased commercial properties**
- 5. Early release commercial properties**
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DOCUMENTS

- 1. Ngāti Paoa values, protection principles and Director-General's actions**
- 2. Statements of association (statutory acknowledgement)**
- 3. Statements of association**
- 4. Protocols**
- 5. Leases for cultural redress properties**
- 6. Letter of facilitation**
- 7. Letter of introduction**

ATTACHMENTS

- 1. Area of interest**
- 2. Deed plans**
- 3. Draft settlement bill**

A handwritten signature, possibly 'P', is written in the bottom right corner of the page, followed by the initials 'SC'.

DEED OF SETTLEMENT

DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI PAOA

and

THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST

and

THE CROWN

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of letters, possibly 'P' and 'S'.

DEED OF SETTLEMENT

1 BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

BACKGROUND

TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

Tuia ki te rangi, Tuia ki te papa
Tuia te ira atua, te ira tangata
Ka rongo te po, Ka rongo te ao
Paoa ki uta, Paoa ki tai
Kia pono, kia tika, kia aroha
Kia tau iho mai ngā manaakitanga ki runga i a tātou
Haumie, hui e, taiki e!

Bind the sky, bind the earth
Bind the heavenly essence, bind the human essence
The night senses, the light senses,
Paoa of the land, Paoa of the sea
Be true, show integrity and compassion,
Let blessings descend upon us
Bound, together, as one.

- 1.1 The ancestral waka taua (war canoe) of Ngāti Paoa, *Kotūiti*, provides the conceptual framework for this Deed of Settlement. At the front of the waka the pītau whakareia (the adorned figurehead) symbolises the face of the Paoa descendants at the bow of the canoe. Paoa descendants look simultaneously to the past and to the future. Within the takere o te waka (the hull of the canoe) sits the Ngāti Paoa nation paddling the ebbs and flows of the ocean guided by their rangatira and tohunga waka. Trailing behind the stern of waka taua are puhariki (plume feathers). As the paddlers of *Kotūiti* arrive at Karaka Bay, at the mouth of the Tāmaki River, they meet Crown officials waiting on the bank. The rangatira of the Crown and Ngāti Paoa congregate on the shores of this ancestral river to address historical grievances and to move forward from a past of colonial trauma to a future of healing and collective wellbeing.

“Ngāti Paoa ki uta, Ngāti Paoa ki tai, Ngāti Paoa ki tua o te pae o Matariki”




DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

- 1.2 The following map shows the area of interest:

[The area of interest map will be inserted prior to the signing of this deed of settlement and following completion of overlapping claims]

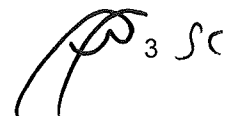
- 1.3 This whakatauaāki has two meanings in this context. First, this whakatauaāki signifies the long-standing existence of the Ngāti Paoa collective as a prosperous maritime and coastal nation. Through history, Ngāti Paoa maintained their prowess on the water in Tāmaki and Hauraki. Historically Ngāti Paoa have exercised their mana throughout the western shores of Tikapa Moana. Ngāti Paoa ancestors expanded their rangatiratanga to the north and west, establishing a rohe which extended out from the North Shore to the islands of the Waitematā, and through Tāmaki. From the western inland areas of Tikapa Moana, Ngāti Paoa ancestors reached deep into the plains of Hauraki and the surrounding hills. Today, the waka taua *Kotūiti II* pays tribute to the ancient maritime history of Ngāti Paoa ancestors. The final part of the whakatauaāki - *Ngāti Paoa ki tua o te pae o Matariki* - refers to the ongoing aspirations of Ngāti Paoa to reaffirm the prosperity and holistic wellbeing of their people. These aspirations are expressed in this whakatauaāki through the analogy of Ngāti Paoa *transcending the horizons of Matariki*. This Deed of Settlement will enable Ngāti Paoa to work alongside the Crown in partnership to transcend a period of colonial trauma and to pursue a future in which the descendants of Paoa can begin to heal and collectively thrive. The whatu ariki (the eyes at the fore of *Kotūiti*) are a symbol of the bonds between te ira atua and te ira tangata, which binds us all as humans to a divine realm and being. This concept consciously and continually reminds the descendants of Paoa to act in the present with the past in mind, and to move towards the future.
- 1.4 The following background section describes the traditional history of Ngāti Paoa.
- 1.5 The ancestor Paoa was the youngest child of Hekemaru from Te Arawa and Heke-i-te-Rangi of Tainui. Ngāti Paoa tradition states that the union of Hekemaru and Heke-i-te-Rangi brought all of the ancestral canoes together. As an adult, Paoa lived at Kaitōtehe with his wife, Tauhākari and his children Toapoto, Toawhano and Koura. An incident occurred where Paoa was embarrassed that he could not entertain his elder brother Mahuta as befitting a chief of noble rank when the elder brother arrived at the village unannounced. Consequently, Paoa decided to leave his family and travel to Hauraki.
- 1.6 He followed the Mangawara River to its headwaters and then crossed over to the Piako River. Following the Piako River south he arrived at the pā site Mirimirau. Here he was accepted as a man of noble rank among the local people. Paoa's fame was heard throughout Hauraki and in particular by Tukutuku, the daughter of Taharua, and granddaughter of Tamaterā and Ruawehea. At the welcome request of Tukutuku, Paoa resolved to travel to her village; he and his entourage headed northward along the Piako river through to the southern shore of Tikapa Moana, thence turning eastward toward the Waihou River where he finally met Tukutuku at Ruawehea; the place of Tukutuku's ancestors. It was during this journey that the proverbs of Ngāti Paoa were first coined; "Paoa pukunui" and "Paoa taringa rahirahi"- proverbs that both celebrated and exalted the virtues of Paoa. At Ngahinapouri, and following a prolonged courtship, Paoa married Tukutuku, the great grand-daughter of Marutūāhu.

 2 SC

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

- 1.7 The children of Paoa and Tukutuku, of whom Tipa and Horowhenua were prominent rangatira, primarily lived in and around the Hauraki Plains, near their relations of Ngāti Tamaterā. Following a battle between the brothers Tipa and Horowhenua, with their half-brothers, Toapoto and Toawhano at Tikitikimaurea, they, and their siblings took the name of their father, calling themselves Ngāti Paoa to honour him.
- 1.8 The children of Paoa and Tukutuku married with descendants of Te Uri o Pou; in particular with the noted children of Kaiwhakapae and Taurua, thus forming an alliance with these ancestors. It was these ancestors of Ngāti Paoa who combined with iwi of Marutūāhu and engaged in battle with iwi of the Tāmaki isthmus in response to the deaths of their relatives who were noted rangatira of Ngāti Maru, as well as the death of the Hauraki guardian of Tīkapa Moana, Ureia, attributed to the same Tāmaki iwi.
- 1.9 Ngāti Paoa would expand and develop strong customary interests on the western shores of the Firth of Thames where they lived close to other related tribes. This occurred directly after battles with resident iwi led by Kaiwhakapae and Taurua's children; Korohura, Putohe, Kapu, and Te Whiringa, along with Paoa's grandsons, Taukiri and Manawa. Ngāti Paoa established themselves on the western shores of Tīkapa, and Kohukohunui and Rātāroa became their sacred mountains. They frequented the dense forested areas of the Hunua Ranges for spiritual and physical nourishment. Tīkapa Moana provided them with fish and shellfish, and also provided them with a means of rapid and efficient transport. Their prowess on the water became a hallmark of the iwi. Ngāti Paoa expanded north and west until, by the 1700s, they established a corridor from the North Shore, extending out to the islands of the Waitematā, through Tāmaki, and along the western inland areas of Tīkapa Moana, reaching deep in to the Hauraki Plains and the elevated periphery.
- 1.10 Ngāti Paoa's expansion was attributed to a number of events and rangatira, beginning with Horowhenua and Tipa who retrieved their father from Waikato. The next event involved Te Uri o Pou, other iwi from southern Tāmaki and Paoa's sons and grandsons; Taukiri and Manawa played particularly important roles in the warfare around the western shores of Tīkapa and inland over the ranges of Hunua. Pukeko also contributed to the expansion of Ngāti Paoa, in particular the hapū of Ngāti Hura, to the eastern and northern reaches of the Coromandel, as it was he who acted in retaliation for the murder of Tipa and waged war on a long-standing resident Hauraki iwi of those areas. Likewise Tokohia and Ngaromania, who were the sons of Te Whiringa and Te Kaweinga, were prominent in Tāmaki. Tokohia and Ramaaro's (of Ngāti Paoa) son, Te Mahia (Totokarewa) was another chief that contributed to the gradual expansion of Ngāti Paoa within Tāmaki. Finally and most notably, the grandsons of Pukeko and Te Motu, and sons of Te Mahia and Māhora were to play a significant role in the expansion of Ngāti Paoa. Their names were Te Haupa, Te Waero and Pōkai. These brothers were to engage in warfare that would result in expansion into a vast tract of land extending from Mahurangi in the north, through to Te Hoe o Tainui in the south, venturing also as far east and south as Tauranga with the Marutūāhu confederation of tribes.
- 1.11 Descendants of both of Paoa's marriages with Tauhakari and Tukutuku intermarried and still maintain strong interests within the Central East Waikato region.
- 1.12 Around 1780, Ngāti Paoa led the Marutūāhu Confederation's advance toward Tāmaki and the Waitematā and established a firm foothold along the western side of the Tāmaki River and at (Mokoia) Panmure. Prominent Ngāti Paoa chiefs of these


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DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUUA O NGĀTI PAOA: PĪTAU WHAKAREI

settlements at that time were Te Putu, Ngaro ki te Uru, Rongomaurikura, and Nohowaka.

- 1.13 By 1785, Te Haupa had made Te Tāpapakanga a Puku his headquarters, and subsequently further exerted his mana over the Wharekawa district following a great battle with another iwi. He and his iwi were able to consolidate their northward expansion from this base. In 1790, Te Haupa initiated war with a neighbouring iwi following a fishing expedition in the Mahurangi district, which eventually led to Ngāti Paoa using lands and fishing grounds north of Tāmaki from Takapuna to Te Arai. In 1793, Ngāti Paoa, aboard their great waka Te Kōtuiti, and Ngāti Maru, aboard Te Tai o te Puruhi combined to successfully wage war on a northern tribe in retaliation for the deaths of the leading Marutūāhu rangatira Te Mahia, Hauāuru and Pōkere. From 1794 to 1798, Ngāti Paoa was engaged in many battles.
- 1.14 By 1805 however, Ngāti Paoa, wearying of war, negotiated peace settlements with many neighbouring iwi, and marriages involving significant ancestors were used to secure peace. During this time, hapū of Ngāti Paoa continued to exercise their customary interests in the islands of the Hauraki Gulf as well as in Tāmaki where large settlements were observed along the Tāmaki Estuary through to Otahuhu. Ngāti Paoa had an enviable economy to sustain them.
- 1.15 When Captain Cook in 1769, and later in the 1790s several whalers, sealers and traders, visited the area they bequeathed a vivid picture of Ngāti Paoa at that time. Cook's description of the Firth of Thames attracted a great number of ships to the area. From 1790 to 1795, sealing and whaling ships did most of their repairs at Waiheke Island, the island domain of Ngāti Paoa.
- 1.16 During the following six years, a number of ships looking for timber came to the Hauraki Gulf. To provide for the ships, the Māori people of the Firth of Thames grew potatoes and, by the beginning of the 1800s, were growing very large quantities. As traders flocked to these shores, they required food and water. Ngāti Paoa recognised this and were an industrious people, who provided not only for their own people, but also for the influx of travellers, whalers and sealers.
- 1.17 In 1801, when the ship Royal Admiral visited the Waihou River, Ngāti Paoa hapū were living at Hikutaia. The visitors rowed up the Hikutaia stream to Kakarama where Te Haupa lived. They commented on the quality of the dwellings there and noted about 300 residents. It was the second largest kāinga in the region they had visited.
- 1.18 At Waiheke, kauri spars began to emerge as a highly prized commodity by the Europeans. Ngāti Paoa engaged in the removal of these spars from the interior of the island, as well as supplying water to visiting merchant ships and the British Navy; Man o War Bay was given its name for this very reason. Seafarers also coined the phrase "The Watering Place" as a name for the area.
- 1.19 Later, the missionary Samuel Marsden arrived in the brig Active in November 1814, at Tāpapakanga where Te Haupa resided. Marsden commented that when he arrived, he met some of the finest and best dressed men and women he had yet seen in New Zealand. Te Haupa and Marsden exchanged gifts. Marsden sojourned at Whakatiwai where the Ngāti Paoa headquarters were. They were welcomed with great joy and

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DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

provided with many hogs and potatoes. There they observed many women and children, very fat hogs and fine plantations of potatoes.

- 1.20 Marsden, with another missionary, Butler, arrived on a second voyage to New Zealand in 1820. They visited Te Hiinaki, son of Rongomaurikura, at Mokoia on the Tāmaki River. Te Hinaki was a prominent Ngāti Paoa rangatira who had assumed the mantle of leadership along with his contemporary and first cousin Te Tata. The Ngāti Paoa hapū Ngāti Hura and Te Matekiwaho dwelled at Mokoia under their leadership. Ngāti Paoa tradition states that the missionaries were enthusiastically received. Mokoia was the most significant settlement in the region with Butler estimating four thousand inhabitants, while Te Hinaki stated there were seven thousand. Marsden was most impressed with Mokoia: "Their houses are superior to most I've met with. Their stores were full of potatoes containing some thousands of baskets and they had some very fine hogs". Butler, who climbed what was probably Maungarei (Mt Wellington), saw twenty villages in the valley below and "with a single glance beheld the greatest portion of cultivated land I had ever met within one place in New Zealand".
- 1.21 Shortly after Marsden's departure, an explorer arrived at Mokoia on the Prince Regent. He described the village and the extent of the surrounding settlement and cultivations. The explorer reported that: "It was generally observed that for the harmony of their voices, the gracefulness of their movements as well as in personal appearance they had far the advantage of any other tribe we had met with ... in appearance these people were far superior to any of the New Zealanders we had hitherto seen they were fairer, taller and more athletic, their canoes were larger and more richly carved and ornamented and their houses, larger and more ornamented with carving than we had generally observed."
- 1.22 Ngāti Paoa was well positioned to take advantage of the new trading opportunities offered by engagement with the European world due to their proximity to the harbour and the natural resources they controlled. But the iwi was about to be engulfed once more in war with a new type of deadly weapon. The old balance of power was about to shift dramatically with the arrival of the musket. In the bloodshed that followed, Ngāti Paoa was routed and dreadful massacres took place. The Ngāti Paoa defenders were no match for the musket and soon fled south to seek refuge with kin tribes. Ngāti Paoa occupied the main trading and raiding route of that time and after the invaders withdrew, peace settlements were negotiated, and the rohe was safe once again to occupy, Ngāti Paoa returned to their lands.
- 1.23 Captain D'Urville on his second visit to New Zealand in 1827, on 26 February, engaged with the Ngāti Paoa chiefs Tawhiti and Te Rangui at the entrance to the Tāmaki River. They noted, as Te Rangui and Tawhiti led them along the canoe portage to Otahuhu, toward the Manukau, that on the Eastern side of the Tāmaki they "saw the village of Ourouroa and a number of canoes with a great many inhabitants". And that on their return, they witnessed that "crowds of natives were looking for shellfish in the mud and the rocks at the entrance were covered with men fishing". The French evidence portrays an active reoccupation of the Tāmaki Estuary by Ngāti Paoa. D'Urville also records a great village in the Kaiaua area with many inhabitants and a great quantity of drying fish.
- 1.24 In the 1830s Ngāti Paoa negotiated an agreement with the missionaries residing among them, who offered a new life, and who promised them a treaty with the white

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

chiefs that would bring “peace and good order” and “the necessary laws and institutions”. Trade, once again, became the focus of the iwi. A trading station was established at Pūkorokoro, in 1832 dealing in flax and spars. The missionaries described the people as numerous, industrious and willing to receive instruction. Ngāti Paoa resumed large scale production of food to supply the emerging European settlement at Auckland and supplied maize, onions, kūmara, cabbage, wheat, peaches, wood and flax and tended herds of pigs, goats, fowls and geese.

Ngāti Paoa regional boundaries are traditionally recorded as ‘Mai Matakana ki Matakana’ – that is to say, Matakana at Tauranga Moana to Matakana at Mahurangi. This reflects the influence of Paoa’s descendants throughout the vast region and over many different generations. It is important to note that Ngāti Paoa and affiliate hapū traditionally exercised customary rights within their domain.

- 1.25 More specifically for Ngāti Paoa, the following tribal traditional ‘pepeha’ illustrates the boundary settlements as:

‘Ko te pou ki mua ko Te Hoe o Tainui, Ko te pou ki tua ko Kawau, ko te pou ki waho ko Waiheke, ko te pou ki uta ko Mokoia, ko Whakatiwai te poutokomanawa, ko Paoa te poutangata’.

‘The foremost pillar is Te Hoe o Tainui, the distant pillar is Kawau, the outer pillar is Waiheke, the inner pillar is Mokoia, Whakatiwai is the pillar of heart, Paoa is the pillar for his descendants’.

PURSUIT OF REDRESS



Ngāti Paoa kaumatua on the paepae at Wharekawa marae

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

- 1.26 For Ngāti Paoa, the pursuit of redress for its longstanding claims against the Crown has been expressed through petitions and protests and claims to the Waitangi Tribunal.
- 1.27 The first Ngāti Paoa claim in the Waitangi Tribunal, Wai 10, was brought by the Huakina Development Trust, Hariata Gordon and other kaumātua on behalf of Ngāti Paoa, in 1984. Hariata Gordon lodged a number of other claims on behalf of Ngāti Paoa, including the contemporary claim Wai 321 concerning the Treaty of Waitangi Fisheries Commission.
- 1.28 Ngāti Paoa's claims were inquired into by the Waitangi Tribunal in its Hauraki district inquiry. The Tribunal's reported on these claims in the Hauraki Report (2006).
- 1.29 As one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau, Ngāti Paoa entered into negotiations with the Crown in 2009 in order to obtain redress for these claims. Further Ngāti Paoa specific negotiations commenced in 2011. Ngāti Paoa wishes to acknowledge the work of their kaumātua including Hariata Gordon in bringing these claims to the Crown's attention.

NEGOTIATIONS

- 1.30 Ngāti Paoa gave a mandate to negotiate a comprehensive settlement of historical Treaty claims with the Crown by the deed of mandate dated July 2011 to –
- 1.30.1 the Ngāti Paoa Trust Board by 3 hui-ā-iwi in –
- (a) Kaiaua on 13 March 2011;
 - (b) Auckland on 15 March 2011; and
 - (c) Hamilton on 17 March 2011; and
- 1.30.2 the mandated negotiators by hui-ā-iwi in Auckland on 28 April 2016.
- 1.31 The Crown recognised the mandate on 29 June 2011.
- 1.32 The mandated negotiators and the Crown –
- 1.32.1 entered into an agreement in principle equivalent dated 22 July 2011; and
- 1.32.2 since the agreement in principle equivalent, have –
- (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.

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DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

RATIFICATION AND APPROVALS

- 1.33 Ngāti Paoa have, by a majority of 96.2%, ratified and approved, between 21 August 2013 and 13 September 2013, the governance entity receiving the redress to be provided by the Crown to Ngāti Paoa in settlement of their historical claims.
- 1.34 The Crown, on 25 September 2013, recognised that the results of the ratification referred to in clause 1.33 demonstrated sufficient support from Ngāti Paoa for the governance entity to receive the redress under this deed.
- 1.35 Ngāti Paoa have, since the initialling of the deed of settlement, by a majority of []%, ratified this deed and approved its signing on their behalf by the governance entity and the mandated negotiators.
- 1.36 Each majority referred to in clauses 1.33 and 1.35 is of valid votes cast in a ballot by eligible members of Ngāti Paoa.
- 1.37 The governance entity approved entering into, and complying with, this deed by [**process (resolution of trustees etc)**] on [**date**].
- 1.38 [The Crown is satisfied –
- 1.38.1 with the ratification and approvals of Ngāti Paoa referred to in clauses 1.33 and 1.35; and
- 1.38.2 with the governance entity's approval referred to in clause 1.37; and
- 1.38.3 the governance entity is appropriate to receive the redress.]

AGREEMENT

- 1.39 Therefore, the parties –
- 1.39.1 in a spirit of good faith and co-operation wish to enter into this deed settling the historical claims; and
- 1.39.2 agree and acknowledge as provided in this deed.

 8 SC

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI



Ngāti Paoa rangatahi doing the Hikoi across Waiheke Island

DEED OF SETTLEMENT

2 HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

- 2.1 The Crown's acknowledgements and apology to Ngāti Paoa in part 3 are based on this historical account.
- 2.2 In the early nineteenth century, Ngāti Paoa were based in Tāmaki Makaurau and throughout Hauraki, especially on the western shore of the Firth of Thames. In the early 1820s, Māori armed with muskets made a series of incursions from the north. Ngāti Paoa, along with other iwi of Tāmaki Makaurau and Hauraki, sought temporary refuge in the Waikato. Over the course of the 1820s Ngāti Paoa began to return to the region and made peace with the northern iwi. Ngāti Paoa returned to their lands in various parts of Tāmaki, along the Wharekawa coast, and especially on Waiheke where they saw an opportunity to create a centre for trade. Following the establishment of Auckland as New Zealand's capital in 1841, Ngāti Paoa supplied the developing settlement with produce.
- 2.3 Other iwi returned to Tāmaki Makaurau at the same time and tensions arose over customary interests south of the isthmus. Between 1836 and 1839 five iwi, including Ngāti Paoa, negotiated transactions with a missionary for a large block in Tāmaki. The primary objective of these transactions was to allow Māori to occupy the land without conflict. In 1837, the missionary wrote on the back of one of the deeds that the iwi and hapū who had sold the land would retain the use of at least one third of the block. The exact size of the transaction has never been definitively established, but the first survey in 1851 put it at 75,000 acres and in 1948 a Royal Commission concluded the block was nearly 83,000 acres.
- 2.4 On 4 March 1840 sixteen Ngāti Paoa rangatira signed Te Tiriti o Waitangi/the Treaty of Waitangi at Karaka Bay at the entrance to the Tamaki River. Ngāti Paoa rangatira Hauāuru signed at Coromandel Harbour on 4 May. A further six signed in Tāmaki Makaurau on 9 July.

The Land Claims Commission and the Tāmaki Purchase

- 2.5 In 1840 the Crown established a Land Claims Commission to investigate pre-Treaty land purchases by private parties. If the land involved in a transaction was greater than the area the Crown granted to settlers the Crown's policy was to retain the balance of the land itself, as "surplus land", on the basis the original transaction had extinguished Māori customary title.
- 2.6 The missionary recorded that one third of the land in the Tāmaki block should be permanently set aside for Māori occupation. In 1842 a Land Claims Commissioner recommended that the Crown leave one third of the purchase in the "undisturbed possession" of Māori. However the Crown had the case reviewed by another commissioner who recommended the Crown grant 5550 acres to the missionary and retain the remainder of the land. In 1851, following Māori protest, some of this was returned to Māori, and compensation was paid to some iwi, but Ngāti Paoa did not receive any of this land or money. Nor were they allowed to remain in occupation of any of the land set aside for their use within the block in 1837. The Crown retained

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

“surplus” lands from other pre-Treaty transactions between Ngāti Paoa and settlers, including approximately 17 000 acres at Takapuna and Te Weiti. The Crown did not make any assessment of whether Ngāti Paoa retained adequate lands following the acquisition of “surplus lands.”

Pre-emption Waiver Purchases

- 2.7 In 1844 and 1845 the Crown in a number of instances waived its Treaty right to pre-emptive purchasing to allow settlers to purchase land directly from Māori. The Crown committed to reserve ten percent of the land, or tenths, from each sale for public purposes, especially the benefit of Māori. Settlers purchased approximately 5600 acres from Ngāti Paoa on Hauraki Gulf islands, and made other purchases in south Tāmaki. In 1845 the Crown stopped issuing pre-emption waiver certificates. The Land Claims Commission investigated these transactions. In 1846 the Crown passed an ordinance which reneged on the commitment to reserve the tenths. As with the old land claims, the Crown applied a “surplus lands” policy to pre-emption waiver transactions. As a result, the Crown took surpluses from purchases involving Ngāti Paoa, especially on Waiheke Island. Again, the Crown made no assessment as to the adequacy of land remaining in Ngāti Paoa’s possession following its acquisition of “surplus lands.”

Crown Purchasing of Ngāti Paoa lands at Mahurangi and Kohimarama

- 2.8 Crown policy was to purchase land at a low price from Māori and on-sell it at high prices. Colonisation was to be funded by the substantial difference between the amount the Crown paid to purchase Māori land and the amount it received when it on-sold it to settlers. Crown officials are likely to have assured Ngāti Paoa that they would derive significant collateral economic advantages from the growth of European settlement in Tāmaki.
- 2.9 In 1841, the Crown purchased a large block of land at Mahurangi and Omaha from Ngāti Paoa with other Marutūāhu iwi. The block was not surveyed at the time, but a recent estimate put its area at approximately 220,000 acres. In 1844 the Crown acquired the only reserve created out of this sale from a rangatira of another iwi. The Crown did not reserve any land for Ngāti Paoa from the North Shore to Te Arai.
- 2.10 In 1841 the Crown purchased the 6000 acre Kohimarama block from Ngāti Paoa for £100, a boat, livestock, clothing, tools and dry goods. The dry goods included 300 casks of tobacco which was a commodity used in some land transactions at this time. In September 1841 the Crown sold five three acre blocks within the Kohimarama purchase at Mechanics Bay for a total of £1445 1s 9d. No reserves were made in Kohimarama. Ngāti Paoa subsequently occupied land at St George’s Bay and a Ngāti Paoa rangatira later testified that they were promised land there to help persuade them to agree to the Kohimarama purchase. The reserve was not set aside. Ngāti Paoa also consider that they were promised a reserve at St George’s Bay in 1842 as a base for their trading activities. While a reserve was established at Mechanics Bay, and land at Blackett’s Point above Saint George’s Bay was set aside as an endowment to fund the reserve at Mechanics Bay, both pieces of land were eventually included in a trust for all Māori and ‘poor people’ visiting Auckland. The endowment reserve was taken out of the trust when it was declared a public domain by statute in 1898. Parts of the

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land set aside for the Mechanics Bay reserve remain Māori freehold land and are administered by the Māori Trustee.

Gold Fields Agreements

- 2.11 In 1852 gold was discovered in Hauraki. Ngāti Paoa and other iwi agreed with the Crown at Patapata in November 1852 that some Māori-owned land could be licensed for prospecting and gold mining for three years. The land was to remain in Māori ownership and the licences would be managed by the Crown. The Crown was to make regular lease payments to the Māori landowners. However, despite some mining activity only a small quantity of gold was mined in the 1850s.
- 2.12 In 1861, the Otago gold rush led to renewed interest in gold mining in Hauraki. Again Ngāti Paoa and other Hauraki iwi entered into agreements with the Crown to allow prospecting on Māori land, which was to remain in Māori ownership if mining activity occurred. In November, the Crown agreed to pay Māori right-owners £1 per miner per annum. In July 1862 Ngāti Paoa and other iwi agreed with the Crown to the opening of the Kapanga, Ngaurukehu and Matawai mining blocks.

Ngāti Paoa and War and Raupatu in Waikato

- 2.13 By the late 1850s rising tensions between the Crown and Māori had led to the establishment of the King Movement in Waikato. Ngāti Paoa hapū were divided in their support of the Crown. At the Kohimarama conference in 1860 Patara Pouroto and Te Karamu Kahukoti, both Ngāti Paoa rangatira who were signatories to Te Tiriti o Waitangi/the Treaty of Waitangi at Karaka Bay, affirmed their support for the Crown. Kahukoti described the Kīngitanga as foreign to Ngāti Paoa:

Kihai au i mea kia tu he kingi ki tenei whenua; kua ngaro hoki ahau ki roto ki te Pakeha. I ahu mai i te Tonga na te karangatanga o tenei kingi.... E noho ana ahau i nga pakau o te Kuini.

It was not my proposal to have a King for this land; for I had become incorporated with the Pakeha. The cry for this King came from the South.... I am sitting under the Queen's wings.

- 2.14 In 1863 Patene Puhata, a prominent Ngāti Paoa chief, positioned himself at Pakihi Island in order to support the Crown and discourage hostile Māori from advancing on Auckland. However, some Ngāti Paoa also wished to support their relatives in the Waikato.
- 2.15 On 12 July 1863 the Crown invaded the Waikato when its forces crossed the Mangatāwhiri River. The Crown considered South Auckland and Hauraki lands strategically important because of the need to protect supply lines and settlements in and around Auckland. The Crown occupied lands of some Hauraki iwi including Ngāti Paoa. Some Ngāti Paoa resisted the occupation of their lands and, with members of other iwi, engaged in guerrilla war against the Crown, attacking the supply lines of Crown forces. The Māori response to the war in East Wairoa included attacks on settlers' farms and military redoubts. The Crown established militias in order to pursue those involved in the attacks.

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2: HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

- 2.16 In October 1863 the Crown sent HMS *Miranda* and HMS *Sandfly* to blockade the Firth of Thames, in order to prevent military supplies reaching the Kīngitanga and patrol for “rebel” Māori. On 3 November, the *Miranda* attempted to land boats at Pūkorokoro. Māori fired several shots from the shore, missing the boats. The *Miranda*'s landing boats returned fire, launching rockets and shells at the village. At least one of the shells exploded in a whare. The inhabitants of the village fled. According to Ngāti Paoa oral traditions men, women and children were killed in the attack.
- 2.17 The following morning the *Miranda* fired another shell at the village before landing marines. The marines found the village empty. They attempted to take a schooner which they believed had been captured from a settler. When they could not take the schooner they destroyed it. The marines returned to the landing boats and proceeded up the creek. They came upon another settlement which they shelled before landing. The marines then destroyed waka they found at the settlement. In late November Crown forces built the Miranda Redoubt near Pūkorokoro. In December 1863 a Crown official reported that those who had fled Pūkorokoro had to move several times as Crown forces marched into the area, and were living in “wretched” conditions in the swamp south of Waitakaruru.
- 2.18 In December 1863, Crown militia tracked a party of 40 to 50 Māori, including some Ngāti Paoa, to a camp near Paparata in East Wairoa. The militia attacked the party, which included women and children, without warning. In the ensuing combat seven Māori were killed and a number wounded. On 8 January 1864 Crown forces destroyed the recently abandoned village Makomako, near the Miranda Redoubt.
- 2.19 The New Zealand Settlements Act 1863 enabled the Crown to confiscate the lands of those Māori iwi which were deemed to have been “in rebellion against Her Majesty's authority.” The legislation provided for the creation of a Compensation Court which would determine the compensation due to Māori affected by the confiscation who had not taken up arms against the Crown or assisted or supported those who had. The Act did not provide for the return of land as part of the compensation.
- 2.20 In early March 1864 most Ngāti Paoa surrendered at Whakatiwai. On 17 December 1864, the Governor proclaimed his intention to confiscate lands within the Waikato, Pokeno and East Wairoa. This proclamation contained no reference to the 1863 Act, and Governor Grey promised that land would be returned to Māori who had remained loyal. On 29 December the Crown proclaimed confiscation blocks in Waikato and Pokeno, and in East Wairoa on 31 January. Ngāti Paoa had interests in the 51,000 acre East Wairoa confiscation block and in the central Waikato confiscation district which included Maramarua and Pūkorokoro. The confiscated lands included Kohukohunui and Rataroa, Ngāti Paoa's sacred maunga.
- 2.21 The Crown did not include Ngāti Paoa in a list it published on 7 April 1865 of iwi and hapū it considered to be in rebellion.
- 2.22 In May 1865, the Compensation Court awarded individuals of Ngāti Paoa £1045 compensation for their interests in East Wairoa. During the hearing, the judge ejected Ngāti Paoa rangatira Enoke from the court and prevented him from giving evidence because of his Pai Mārire beliefs. The following month, Wiremu Hoete of Ngāti Paoa

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protested both the confiscation of land of loyal Māori, and the inability of the Compensation Court to return land.

- 2.23 In October 1865, the Crown amended the New Zealand Settlements Act to allow the return of land through the Compensation Court and made provision for Māori to negotiate for the return of land that had already been the subject of Compensation Court hearings under the previous system. In 1866, Ngāti Paoa individuals were awarded further monetary compensation, receiving £635 for their interests in the central Waikato district. Over the following years Ngāti Paoa sought the return of land as well. Eventually, in 1879 Ngāti Paoa individuals received grants near Pūkoro and in 1894 the Hapuakohe Reserve of 3736 acres was awarded to Ngāti Paoa in the East Waikato confiscation.

Ngāti Paoa and War and Raupatu in Tauranga Moana

- 2.24 Between April and June 1864, the Crown conducted military operations against Māori in Tauranga Moana. After the conflict ended, the Crown said it would confiscate much of the land in the Tauranga district, though Governor Grey promised to return three quarters of this land to those who had not been involved in the fighting. In 1865, the Crown "proclaimed" a confiscation district of 214,000 acres, and in 1868 a further 76,000 acres were added to this district by the Tauranga District Lands Act.
- 2.25 Ngāti Paoa were not involved in the fighting, but they had interests in lands which were included in the confiscation district. Some of these interests were located in the Katikati block which was part of the confiscated land marked for return to Māori. In August 1864, the Crown commenced negotiations with another iwi to purchase the Te Puna and Katikati blocks, which had a combined area of approximately 90,000 acres. The Crown paid a deposit of £1000 to them at this time.
- 2.26 The Crown set up an arbitration process to determine the compensation it would pay other iwi for their interests in these blocks. In June and July 1866 Hauraki iwi and other iwi signed deeds with the Crown to finalise the Tauranga Moana arbitration and make additional agreements relating to iwi interests in the Te Puna block. The Ngāti Paoa hapū Ngāti Hura received £100 for their interests.

The Impact of the Native Land Laws in the Ngāti Paoa Rohe

- 2.27 The Native Land Court was established under the Native Lands Acts of 1862 and 1865 and held its first hearings in the Hauraki district in 1865. The Acts establishing the Native Land Court set aside the Crown's Article 2 Treaty right of pre-emption enabling individual Māori to dispose of their property by lease or sale to private parties or the Crown once title had been awarded.
- 2.28 Any Māori could initiate a title investigation through the Native Land Court by submitting an application in writing to the Court. When the Court decided to hear an application, all of those with customary interests had to participate in the hearing if they wished to be included in the Court's order regardless of whether or not they wanted a Crown title. Customary tenure was complex and facilitated multiple forms of land-use through shared relationships with the land. The new land laws required those rights to be fixed within a surveyed boundary and did not necessarily include all those with a customary

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2: HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

interest in the land. Under customary Māori title land was held communally. When Crown titles were awarded to Ngāti Paoa lands, interests were awarded to named individuals who could deal with their interests without regard for iwi or hapū.

- 2.29 Between 1865 and 1877 the Native Land Court investigated title for 15 blocks on Waiheke Island totalling some 6700 acres. Fourteen of the blocks were awarded to individuals of Ngāti Paoa. In some cases ownership was shared with individuals of other iwi. Thirteen of the blocks were sold to private purchasers by 1879. The 2100 acre block, Te Huruhi, was vested in five individuals. In 1897 the block was divided into thirteen blocks which were allocated among 65 individuals. Most of the divisions were subsequently sold to private interests between 1910 and 1914.
- 2.30 Between 1865 and 1866 29 blocks from Mataitai and Orere to Wharekawa West totalling around 47,542 acres were sold to private interests. Many of these had been awarded to Ngāti Paoa rangatira. By 1880 approximately 60 percent of this land had been alienated and more was alienated in the twentieth century.

Thames Foreshore

- 2.31 In the late 1860s, miners wished to mark out claims below the high water mark of the Thames foreshore. In 1869 the Crown entered into the Te Hape agreement with Hauraki rangatira which provided for mining on a section of the tidal flats claimed by them. The Crown then drafted legislation to assert its prerogative right over the foreshore which other iwi successfully challenged. The legislation was abandoned in favour of a ban on private dealings over the lands in question.
- 2.32 In 1870, Ngāti Paoa submitted an application to the Native Land Court for investigation into a number block on the Thames foreshore. In December the Court awarded Haora Tipa and individuals of other iwi exclusive fishery rights to over Kauaeranga E 10 B, but did not rule on the question of ownership of the foreshore. At the Crown's request the Court prevented the alienation of Māori interests to anyone but the government.
- 2.33 Between 1871 and 1875 the Crown purchased interests in a number of blocks on the Thames foreshore where the fishing rights of Māori over the foreshore had been recognised by the Native Land Court.

Crown Purchasing of Ngāti Paoa Lands at Piako

- 2.34 In 1874, Ngāti Paoa asked a Crown land purchasing agent to purchase food valued at £4500 for a great hui at Whakatiwai, in August, when the iwi hosted an intertribal discussion about the debt that had accrued to other iwi at Ohinemuri. The agent obtained signatures of 48 members of Ngāti Paoa who accepted that the food was an advance payment for lands in Piako and on the west of the Waihou which had yet to come before the Native Land Court. Ngāti Paoa agreed to sell an estimated area of 200,000 acres. In 1874 the Crown made a monopoly proclamation over the land so that it could not be sold to other purchasers. By 1877 the Crown claimed that a total of £16,145 3s 2d had been paid out against the land.
- 2.35 Crown negotiations to purchase 200,000 acres at Piako extended over many years, and the Crown found it difficult to identify all the individuals and hapū it considered to

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have accepted payment. Ngāti Paoa resisted the purchase on the grounds that individuals were responsible for debts being charged against land belonging to the whole tribe. By 1888 the Crown had spent £22,000 attempting to purchase this land, and in 1889 reluctantly accepted an offer of 45,000 acres by Ngāti Paoa because it accepted that Ngāti Paoa did not have sufficient land to cover its debts. In 1889 the Native Land Court awarded title to this land to Ngāti Paoa individuals who then transferred it to the Crown.

- 2.36 Ngāti Paoa consider that they lost land in the 1870s through the Crown's use of a system to purchase land known as raihana. Under this system, store goods were provided to Māori and paid for by the Crown with the sums involved being treated as payments against Māori lands.

Crown Purchasing of Ngāti Paoa Lands at Waiau

- 2.37 The Native Land Court awarded part of the Ngaurukehu block, named Waiau 1, to individuals of Ngāti Paoa in 1869. In 1882 Ngāti Paoa received £120 revenue from gold leases from the Waiau 1 block. The owners offered the land for sale to the Crown and asked that they receive a yearly sum in lieu of the mining revenue they were receiving from the block. The Crown offered £600 for the block but nothing came of the offer.
- 2.38 Between 1886 and 1889 the revenues from the block declined to between £20 and £30 per year. In 1891 the Crown offered to purchase individual interests for 10 shillings per acre. By October 1894 the Crown had purchased four and half of seven shares in the block, and applied to have its interests determined by the Native Land Court. In May 1895 the Court awarded the Crown a 706-acre block named Waiau 1A. The Court awarded the remaining block of around 400 acres to those owners who had not sold as Waiau 1B.

Survey Costs

- 2.39 In order for title to be issued by the Crown, land blocks had to be surveyed. Where claimants could not pay for this survey, the cost was usually charged against the land as a lien. Ngāti Paoa, like many other Māori, found they had to sell land to discharge survey debts. For survey work in the Te Hoe o Tainui area in the 1890s, the Supreme Court awarded £2,597 10s 4d for survey costs, with £62 15s 10d in interest and another £136 9s for other costs for the survey of thirteen blocks, which were charged to Ngāti Paoa. Ngāti Paoa, under pressure to discharge the debt quickly to avoid mounting interest charges, sold Te Hoe o Tainui 3 block of nearly 1400 acres to the Crown. The owners offered the block for 7s per acre, and not far above the 6s that the Crown's agent considered it was worth. However, the Crown had proclaimed a monopoly over the block and only paid 3s 6d per acre which the Ngāti Paoa owners had to accept. Three blocks in Te Hoe o Tainui owned by Ngāti Paoa had between 24 percent and 37 percent of their value charged against them as a result of survey costs.

Twentieth Century

- 2.40 By the end of the nineteenth century, Ngāti Paoa retained land only on the western Firth of Thames in blocks shared with other iwi. Over the twentieth century almost all of

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these lands were alienated, to private purchasers and the Crown. Some land was also taken by the Crown and councils under the Public Works Act including Kiripaka, Orere, Taupo, Waikaka and Poupipi. Between 1968 and 1973 the Auckland Regional Authority took 1200 acres in the Hunua Ranges under the Public Works Act for the Auckland catchment area and the Waharau Regional Park which included lands in which Ngāti Paoa had interests. Of the approximately 12,000 acres of Wharekawa 5, around 1300 acres remained in Ngāti Paoa ownership by the end of the twentieth century in 24 small blocks. Thirteen of these blocks were under ten acres.

Hauraki Drainage Scheme

- 2.41 In 1908 the Crown passed the Hauraki Plains Act which authorised the Department of Lands and Survey to drain and develop the Hauraki wetlands. Over the following decades the Crown altered the waterways, drained the wetlands and changed the course of the Waihou and Piako Rivers. These works destroyed pā sites, tuna weirs, and undermined the local ecosystem upon which Ngāti Paoa settlements relied.

Ngāti Paoa in World War One

- 2.42 When the First World War commenced in 1914 many Māori including members of Ngāti Paoa were reluctant to fight for the Crown while their raupatu grievances remained unresolved. In 1916 the Crown introduced conscription for military service but did not include Māori. However, in 1917 the Crown introduced conscription for Māori living within the Waikato-Maniapoto Land District. Many Ngāti Paoa conscripts refused to serve in the armed forces. Some were arrested and later imprisoned, with hard labour, in Mount Eden Gaol. In 1919, a list of military defaulters was published in the *New Zealand Gazette* under the Expeditionary Forces Amendment Act 1918. Those listed were deprived of civil rights for 10 years, including the right to vote. Ngāti Paoa individuals were named on the list.

Opita Wāhi Tapu

- 2.43 In 1868 the Native Land Court awarded title to the 1576 acre Opita block on the Wharekawa coast to ten Ngāti Paoa individuals. In 1878, two private individuals purchased most of the block. Ngāti Paoa oral tradition records that the area by the shoreline is tapu, and on the survey of the purchase this location is marked "Tapu Bush". In 1919 the Crown acquired part of the area marked "Tapu Bush" from its private owners for roading purposes. Ngāti Paoa continued to use the tapu area.
- 2.44 In 1932 and 1936 Ngāti Paoa individuals wrote to the Native Minister, stating that they thought the burial ground had been excluded from the sale and they wished to reserve it. The Crown took no action because most of the proposed reserve was in private ownership and it did not wish to return any of the land required for the road because of erosion issues. Ngāti Paoa oral tradition records that when the road was constructed in late 1930s the wāhi tapu was destroyed.

Awataha Urupā

- 2.45 By the 1920s, a small community of Ngāti Paoa individuals were living on Awataha, a block on Auckland's North Shore which had been part of the Mahurangi purchase and

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2: HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

was subsequently gifted to the Roman Catholic Church for education purposes. In October 1924 a dispute arose over occupation of the land. In March 1925 seven members of the iwi were arrested and imprisoned in Mount Eden Gaol and the Crown evicted the community from the land.

- 2.46 In 1942 the Crown decided to acquire a section of Awataha from the Roman Catholic Church in order to construct an oil storage facility. The section included an urupā used by the former occupants. A party of Ngāti Paoa and another iwi, led by Te Puea, along with Crown departments, removed remains from the urupā. Six Ngāti Paoa individuals, including the rangatira Puhata and his family, were disinterred from the urupā at Awataha and reinterred on Waiheke Island.
- 2.47 In 1960 Hone Tuwhare, who was present for the removal, wrote the following poem to express his feelings of disgust at the incident:

The Burial

In a splendid sheath
of polished wood and glass
with shiny appurtenances
lay he fitly blue-knuckled
and serene:

*hurry rain and trail him
to the bottom of the grave*

Flowers beyond budding
will not soften the gravel's
beat of solemn words
and hard sod thudding:

*hurry rain and trail him
to the bottom of the grave*

Through a broken window
inanely looks he up;
his face glass-gouged and bloodless
his mouth engorging clay
for all the world uncaring...

*Cover him quickly, earth!
Let the inexorable seep of rain
finger his greening bones, deftly.*

- 2.48 Earth was excavated and concrete foundations laid but the oil storage facility was never constructed.

Socio-Economic Circumstances and Te Reo

- 2.49 The Crown education system had much lower expectations for Ngāti Paoa than Pākehā for nearly 100 years after 1867. It sought to prepare most Māori children for manual labouring occupations only. The first native school in Hauraki was opened in 1883. The Crown saw the native school system in part as a means of assimilating Ngāti Paoa

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into European culture. Ngāti Paoa children were discouraged from speaking their own language in Crown schools for decades. This Crown policy, along with the fragmentation of their tribal structures and migration from ancestral lands, contributed to the decline of te reo within Ngāti Paoa. By the end of the twentieth century only 27 percent of Ngāti Paoa spoke te reo. The decline of Ngāti Paoa tribal structures and the loss of te reo contributed to a loss of Ngāti Paoa mātauranga Māori. Ngāti Paoa also maintain that legislation such as the Tohunga Suppression Act 1907 had a detrimental impact on tribal cultural practices and structures.

- 2.50 In the twentieth and twenty-first centuries, Ngāti Paoa, like other Hauraki Māori, generally experienced poorer health, including lower life expectancy and higher infant mortality, than Pākehā. Tobacco especially has contributed to poor health for Ngāti Paoa, and Ngāti Paoa consider the Crown's use of tobacco as a commodity in early land transactions was an important factor in intergenerational tobacco use within the iwi. Ngāti Paoa also experienced higher unemployment than the general population, and a lower median annual income.

DEED OF SETTLEMENT

2 TE WAKA TAUUA O NGĀTI PAOA: TE TAKERE O TE WAKA

- 2.1 [Note: the te reo Māori translation of the historical account has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]

DEED OF SETTLEMENT

3 ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that –
 - 3.1.1 until now it has failed to deal with the long-standing grievances of Ngāti Paoa and that recognition of and redress for these grievances is long overdue;
 - 3.1.2 Ngāti Paoa rangatira sought to establish a relationship with the Crown in 1840 by signing Te Tiriti o Waitangi/the Treaty of Waitangi; and
 - 3.1.3 the Crown did not always honour its part in that relationship.
- 3.2 The Crown acknowledges that the lands Ngāti Paoa provided for settlement purposes contributed to the establishment of the settler economy and the development of New Zealand.
- 3.3 The Crown acknowledges that –
 - 3.3.1 it took 78,000 acres of land in the Tāmaki block it considered surplus to those claimed by a settler as a result of a pre-Treaty transaction including land in which Ngāti Paoa had interests;
 - 3.3.2 a large portion of the "surplus lands" in the Tāmaki block were lands that the settler who made the transaction agreed would return to Māori ownership and this has long been a source of grievance for Ngāti Paoa;
 - 3.3.3 it never compensated Ngāti Paoa for their interests in the "surplus lands" in the Tāmaki block as it did several other iwi involved in this transaction;
 - 3.3.4 it did not provide reserves for Ngāti Paoa or other Marutūāhu iwi within the bounds of the Tāmaki purchase; and
 - 3.3.5 it failed to require the Tāmaki block to be properly surveyed and to require an assessment of the adequacy of lands that Māori held before acquiring the "surplus" in Tāmaki Makaurau and thereby breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.4 The Crown acknowledges that –
 - 3.4.1 it took 17,000 acres of land in the Te Weiti and Takapuna blocks it considered surplus to those claimed by settlers as the result of pre-Treaty transactions including land in which Ngāti Paoa had interests; and

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3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

- 3.4.2 it failed to require an assessment of the adequacy of lands that Māori held before acquiring the “surplus” in Takapuna and Te Weiti and thereby breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.5 The Crown acknowledges that when it purchased an extensive area at Mahurangi and Omaha in 1841, including 200,000 acres between Te Arai and Maungauika, it failed to ensure adequate reserves would be protected in the ownership of Ngāti Paoa, and this was in breach Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.6 The Crown acknowledges that –
- 3.6.1 it took Ngāti Paoa lands, including lands at Waiheke, as surplus from disallowed pre-emption waiver claims and that its policy of taking surplus land has long been a source of grievance to Ngāti Paoa;
- 3.6.2 it failed to correctly apply all the regulations that were designed to protect Māori which governed pre-emption waiver transactions;
- 3.6.3 it did not always protect Māori interests during investigations into these transactions; and
- 3.6.4 its policy of taking surplus land from pre-emption waiver purchases breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to require any assessment of whether Ngāti Paoa retained adequate lands for their needs. The Crown also acknowledges that this failure was compounded by flaws in the way the Crown implemented the policy in further breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.7 The Crown acknowledges that by failing to set aside one tenth of the lands transacted during the pre-emption waiver period for public purposes, especially the establishment of schools and hospitals for the future benefit of Māori including Ngāti Paoa, it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.8 The Crown acknowledges that –
- 3.8.1 its representatives and advisers acted unjustly and in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles in sending its forces across the Mangatāwhiri in July 1863, invading and occupying land in which Ngāti Paoa had interests;
- 3.8.2 it intimidated Ngāti Paoa by using heavily armed gunboats to blockade Hauraki Gulf / Tikapa Moana, and destroying waka; and
- 3.8.3 it caused the deaths of Ngāti Paoa individuals when its forces –
- (a) shelled an unfortified village at Pūkorokoro in November 1863; and
- (b) attacked a number of Ngāti Paoa without warning in December 1863.

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- 3.9 The Crown further acknowledges that the suffering caused by its actions was compounded by the renaming of Pūkorokoro after the warship that shelled its inhabitants.
- 3.10 The Crown acknowledges that the confiscation of land in which Ngāti Paoa had interests, including land in Waikato and East Wairoa, extinguished native title and alienated sacred sites including the maunga Kohukohunui and Rataroa, as well as traditional resource gathering sites, and was unjust and a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.11 The Crown acknowledges that it compulsorily and unjustly extinguished Ngāti Paoa's customary interests in the Tauranga confiscation district and these actions breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.12 The Crown further acknowledges that it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to actively protect Ngāti Paoa interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Paoa.
- 3.13 The Crown acknowledges that –
- 3.13.1 it broke its promise that those who not taken up arms in war, including a number of Ngāti Paoa, would not be deprived of their lands through the confiscation;
 - 3.13.2 it made no provision for the Compensation Court to return land to Māori who were not considered to be in rebellion when the Court heard Ngāti Paoa claims for compensation in East Wairoa;
 - 3.13.3 it did not return any land in these districts to those members of Ngāti Paoa it did not consider to have been rebels; and
 - 3.13.4 its failure to protect the interests of those members of Ngāti Paoa whom it did not consider to be rebels was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.14 The Crown acknowledges that –
- 3.14.1 it did not consult Ngāti Paoa about the introduction of the native land laws;
 - 3.14.2 the resulting individualisation of land tenure was inconsistent with Ngāti Paoa tikanga;
 - 3.14.3 the operation and impact of the native land laws, in particular the awarding of land to individual owners, made those lands more susceptible to partition, fragmentation, and alienation; this contributed to the erosion of the traditional tribal structures of Ngāti Paoa which were based on collective tribal and hapū custodianship of land; and

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- 3.14.4 the Crown's failure to protect the tribal structures of Ngāti Paoa was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.15 The Crown acknowledges that it sought to purchase Ngāti Paoa interests in the Piako blocks before title to the land was determined by the Native Land Court.
- 3.16 The Crown acknowledges that Ngāti Paoa had to sell unreasonable amounts of land to pay for survey costs at Te Hoe o Tainui. The Crown's failure to protect Ngāti Paoa from this burden breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.17 The Crown acknowledges that valuable mineral resources on lands leased by Ngāti Paoa and others provided economic benefits to the nation.
- 3.18 The Crown acknowledges that environmental changes and pollution since the nineteenth century have been a source of distress and grievance for Ngāti Paoa. In particular the Crown acknowledges that modifications to the course of the Piako River and its tributaries since the 1890s have drained resource-rich wetlands, destroyed Ngāti Paoa wāhi tapu, and caused significant harm to kaimonana sources relied on by Ngāti Paoa.
- 3.19 The Crown acknowledges the harm endured by many Ngāti Paoa children from decades of Crown policies that strongly discouraged the use of te reo Māori in school. The Crown also acknowledges the detrimental effects on Māori language proficiency and fluency and the impact on the inter-generational transmission of te reo Māori and knowledge of tikanga Māori practices.
- 3.20 The Crown acknowledges that the health of Ngāti Paoa has been worse than that of many other New Zealanders, and they have not had the same opportunities in life that many other New Zealanders have enjoyed.
- 3.21 The Crown acknowledges that the cumulative effect of the Crown's actions and omissions, including confiscation, the operation and impact of the native land laws and continued Crown purchasing has left Ngāti Paoa virtually landless and undermined their economic, social and cultural development. The Crown's failure to ensure that they retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

APOLOGY

- 3.22 The Crown offers the following apology to the people of Ngāti Paoa, to their tupuna and their mokopuna.
- 3.23 The Crown profoundly regrets its failure to protect Ngāti Paoa from the rapid alienation of land in the decades following the signing of Te Tiriti o Waitangi/the Treaty of Waitangi and the loss of life and the devastation caused by hostilities arising from its invasion of lands south of the Mangatāwhiri.
- 3.24 The Crown has inflicted suffering upon you, its acts and omissions have prejudiced you, and laws and policies that it enacted in Aotearoa/New Zealand have led to the loss

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3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

of your whenua and your taonga te reo Māori. The Crown has failed to uphold its obligations under Te Tiriti o Waitangi/the Treaty of Waitangi and brought dishonour upon itself. For its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles the Crown unreservedly apologises.

- 3.25 The Crown seeks to atone for these injustices, and hopes that through this settlement it can rebuild the relationship that it established with Ngāti Paoa in 1840, begin the process of healing and enter a new age of co-operation with your people.

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3 TE WAKA O NGĀTI PAOA: PUHIARIKI

- 3.1 [Note: the te reo Māori translation of the acknowledgements and apology has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]

DEED OF SETTLEMENT

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that –
- 4.1.1 the Crown has to set limits on what, and how much, redress is available to settle the historical claims; and
 - 4.1.2 it is not possible to –
 - (a) fully assess the loss and prejudice suffered by Ngāti Paoa as a result of the events on which the historical claims are based; or
 - (b) fully compensate Ngāti Paoa for all loss and prejudice suffered; and
 - 4.1.3 the settlement is intended to enhance the ongoing relationship between Ngāti Paoa and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Ngāti Paoa acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair, and the best that can be achieved, in the circumstances.

SETTLEMENT

- 4.3 Therefore, on and from the settlement date, –
- 4.3.1 the historical claims are settled; and
 - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.5 Without limiting clause 4.4, the parties acknowledge, in particular, that the settlement does not affect any rights Ngāti Paoa may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:
- 4.5.1 protected customary rights (as defined in that Act):
 - 4.5.2 customary marine title (as defined in that Act).

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4: SETTLEMENT

REDRESS

- 4.6 The redress, to be provided in settlement of the historical claims, –
- 4.6.1 is intended to benefit Ngāti Paoa collectively; but
 - 4.6.2 may benefit particular members, or particular groups of members, of Ngāti Paoa if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

- 4.7 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –
- 4.7.1 settle the historical claims; and
 - 4.7.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 4.7.3 provide that the legislation referred to in section 17 of the draft settlement bill does not apply –
 - (a) to a cultural redress property, a purchased commercial property, the Pouarua Farm property or an early release commercial property; or
 - (b) for the benefit of Ngāti Paoa or a representative entity; and
 - 4.7.4 require any resumptive memorial to be removed from a certificate of title or computer register for a cultural redress property, a purchased commercial property, the Pouarua Farm property or an early release commercial property; and
 - 4.7.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –
 - (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which –
 - (i) the trustees of the Ngāti Paoa Iwi Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Ngāti Paoa Iwi Trust may exist; and
 - 4.7.6 require the Chief Executive of the Ministry of Justice to make copies of this deed publicly available.

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4: SETTLEMENT

- 4.8 Part 1 of the general matters schedule provides for other action in relation to the settlement.

DEED OF SETTLEMENT

5 CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES

- 5.1 The settlement legislation will, on the terms provided by sections 22 to 59 and sections 61 to 63 of the draft settlement bill, vest in the governance entity on the settlement date –

Kaiaua

- 5.1.1 the fee simple estate in the Kaiaua School property, subject to the governance entity providing a registrable lease in relation to that property in the form in the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the vesting); and

Māwhitipana

- 5.1.2 the fee simple estate in Māwhitipana as a recreation reserve named Māwhitipana Recreation Reserve, with the governance entity as the administering body; and

Papakura Pā

- 5.1.3 the fee simple estate in Papakura Pā, being part of Tiritiri Matangi Island Scientific Reserve, as a scientific reserve named Papakura Pā Scientific Reserve, which will continue to be administered by the Department of Conservation under the Reserves Act 1977 as if the vesting had not occurred; and

Paoa Ururoa

- 5.1.4 the fee simple estate in Paoa Ururoa, being part of Motuihe Island Recreation Reserve, as a historic reserve named Paoa Ururoa Historic Reserve, with the governance entity as the administering body; and

Paoa Ururua

- 5.1.5 the fee simple estate in Paoa Ururua, being part of Motuihe Island Recreation Reserve, as a recreation reserve named Paoa Ururua Recreation Reserve, with the governance entity as the administering body; and

Pokai Wawahi Ika

- 5.1.6 the fee simple estate in Pokai Wawahi Ika as a recreation reserve named Pokai Wawahi Ika Recreation Reserve, with the governance entity as the administering body; and

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5: CULTURAL REDRESS

Tauwhare Koiora site A

- 5.1.7 the fee simple estate in the part of Tauwhare Koiora marked "site A" on deed plan OTS-403-252 as a recreation reserve named Tauwhare Koiora Recreation Reserve; and

Tauwhare Koiora site B

- 5.1.8 the fee simple estate in the part of Tauwhare Koiora marked "site B" on deed plan OTS-403-252 as a historic reserve named Tauwhare Koiora Historic Reserve; and

Te Iwi Rahirahi

- 5.1.9 the fee simple estate in Te Iwi Rahirahi as a local purpose (esplanade) reserve named Te Iwi Rahirahi Local Purpose (Esplanade) Reserve, with the Auckland Council as the administering body, as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977; and

Paoa Whanake

- 5.1.10 the fee simple estate in Paoa Whanake as a local purpose (marae) reserve named Paoa Whanake Local Purpose (Marae) Reserve, with the governance entity as the administering body; and

Te Waero Awe Houkura

- 5.1.11 the fee simple estate in Te Waero Awe Houkura as a recreation reserve named Te Waero Awe Houkura Recreation Reserve, –
- (a) with the Auckland Council as the administering body, as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977 and, if the reserve management plan applying to this property is reviewed while the Auckland Council is the administering body the governance entity and the Auckland Council will jointly prepare and approve a separate reserve management plan for this property; and
 - (b) subject to the governance entity providing an unregistered lease in relation to Te Waero Awe Houkura in the form in the documents schedule.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

Provision relating to Tauwhare Koiora site A and Tauwhare Koiora site B

- 5.2 The settlement legislation will, on the terms provided by section 53 of the draft settlement bill, provide that a joint management body will be established as the

DEED OF SETTLEMENT

5: CULTURAL REDRESS

administering body to administer the reserves referred to in clauses 5.1.7 and 5.1.8 and the adjacent recreation reserve owned by the Hauraki District Council (also known as Tauwhare Koiira Recreation Reserve) as if the reserves were vested in that body under section 26 of the Reserves Act 1977, the members of which will be appointed by the governance entity and the Hauraki District Council.

Provisions relating to Kaiaua School property

5.3 In the event that Kaiaua School property becomes surplus to the Crown's requirements, the Crown may, at any time before the date that the settlement legislation is enacted, give written notice to the governance entity that the property is no longer available to be vested as a cultural redress property.

5.4 If clause 5.3 applies –

5.4.1 the Crown's obligation to vest the Kaiaua School property will be at an end and the property will cease to be a cultural redress property; and

5.4.2 the Crown will pay the governance entity \$352,000, under clause 5.48.2.

Hauraki Gulf Marine Park

5.5 The settlement legislation will, on the terms provided by section 32 of the draft settlement bill, provide that Papakura Pā will continue to form part of the Hauraki Gulf Marine Park.

5.6 The settlement legislation will, on the terms provided by sections 25, 28 and 33 of the draft settlement bill, provide that each cultural redress property referred to in clause 5.7 be included as part of the Hauraki Gulf Marine Park.

5.7 Clause 5.6 applies in relation to each of the following cultural redress properties:

5.7.1 Paoa Ururoa:

5.7.2 Paoa Ururua:

5.7.3 Pokai Wawahi Ika.

Crown Minerals Act 1991

5.8 The settlement legislation will, on the terms provided by sections 49 and 50 of the draft settlement bill, provide that –

5.8.1 each of the following properties must be treated as if its land were included in Schedule 4 of the Crown Minerals Act 1991:

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5: CULTURAL REDRESS

- (a) Māwhitipana:
 - (b) Papakura Pā:
 - (c) Paoa Ururoa:
 - (d) Paoa Ururua:
 - (e) Pokai Wawahi Ika:
 - (f) Te Waero Awe Houkura; and
- 5.8.2 to the extent relevant, section 61(1A) and (2) (except paragraph (db)) of the Crown Minerals Act 1991 applies to each of the properties specified in clause 5.8.1; and
- 5.8.3 for the purposes of clause 5.8.2, reference to –
- (a) a Minister or Ministers or to the Crown (but not reference to a Crown owned mineral) must be read as a reference to the governance entity; and
 - (b) a Crown owned mineral must be read as including a reference to the minerals vested in the governance entity by virtue of section 110 of the draft settlement bill; and
- 5.8.4 clauses 5.8.1 to 5.8.3 do not apply if the Governor-General, by Order in Council made in accordance with section 50 of the draft settlement bill, declares that any or all of the properties specified in clause 5.8.1 are no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

Provisions relating to Paoa Ururoa and Paoa Ururua

- 5.9 The settlement legislation will, on the terms provided by sections 25 to 30 of the draft settlement bill, provide that each property referred to in clause 5.10 will be –
- 5.9.1 subject to the Tāmaki Makaurau motu plan under subpart 10 of Part 2 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 and the administering body of the property will not be required to prepare a management plan under section 41 of the Reserves Act 1977; and
 - 5.9.2 subject to right of entry by the Crown to enter it at all times, on notice unless agreed otherwise, and with or without motor vehicles, machinery, implements of any kind, or dogs for any or all of the following purposes:

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5: CULTURAL REDRESS

- (a) species management:
- (b) monitoring pest plants or pest animals:
- (c) control of pest plants or pest animals.

5.10 Clause 5.9 applies in relation to each of the following cultural redress properties:

5.10.1 Paoa Ururoa; and

5.10.2 Paoa Ururua.

Fire and Emergency New Zealand Act 2017

5.11 The settlement legislation will, on the terms provided by sections 25, 28 and 32 of the draft settlement bill, provide that each cultural redress property listed in clause 5.12 must be treated as if it were, for the purposes of the Fire and Emergency New Zealand Act 2017, public conservation land within the meaning of section 144 of that Act.

5.12 Clause 5.11 applies in relation to each of the following cultural redress properties:

5.12.1 Paoa Ururoa:

5.12.2 Paoa Ururua:

5.12.3 Papakura Pā.

Provisions relating to Te Waero Awe Houkura

5.13 The settlement legislation will, on the terms provided by section 39 of the draft settlement bill, provide that, in relation to Te Waero Awe Houkura, while the Auckland Council is the administering body, –

5.13.1 despite the Auckland Council being the administering body, the governance entity may –

- (a) grant, accept or decline to grant any interest in land that affects Te Waero Awe Houkura, or renew or vary such an interest; and
- (b) renew or vary the existing lease (as defined in section 39(3) of the draft settlement bill); and

5.13.2 before the governance entity determines an application by any person for an interest in land in Te Waero Awe Houkura, the governance entity must consult with the Auckland Council.

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5.14 The settlement legislation will, on the terms provided by section 38A of the draft settlement bill, provide that, in relation to Te Waero Awe Houkura –

5.14.1 despite the vesting of the fee simple estate in Te Waero Awe Houkura referred to in clause 5.1.11, the improvements in or on Te Waero Awe Houkura do not vest in the governance entity; but

5.14.2 clause 5.14.1 does not apply to the improvements in respect of which an unregistered lease is required as referred to in clause 5.1.11(b).

Inalienable

5.15 The settlement legislation will, on the terms provided by section 46 of the draft settlement bill, provide that Papakura Pā will be inalienable, other than to new trustees of the Ngāti Paoa Iwi Trust.

CROWN MINERALS

5.16 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

5.16.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in any cultural redress property vested under the settlement legislation, vest with, and form part of, that property; but

5.16.2 that vesting does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

5.17 Sections 114 to 123 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 5.16 applies.

5.18 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

5.19 Each cultural redress property is to be –

5.19.1 as described in schedule 1 of the draft settlement bill; and

5.19.2 vested on the terms provided by –

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- (a) sections 22 to 59 and sections 61 to 63 of the draft settlement bill; and
 - (b) part 2 of the property redress schedule; and
- 5.19.3 subject to any encumbrances, or other documentation, in relation to that property –
- (a) required by clauses 5.1 to 5.15 to be provided by the governance entity; or
 - (b) required by the settlement legislation; and
 - (c) in particular, referred to by schedule 1 of the draft settlement bill.

VEST AND VEST BACK

- 5.20 In clauses 5.21 and 5.22 **Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area** and **Te Haupa Island Scenic Reserve** have the meanings given to them by section 64 of the draft settlement bill.
- 5.21 The settlement legislation will, on the terms provided by sections 64, 66 and 68 of the draft settlement bill, provide that –
- 5.21.1 on the vesting date the fee simple estate of Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and Te Haupa Island Scenic Reserve vest in the governance entity; and
 - 5.21.2 on the seventh day after the vesting date, the fee simple estate in Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and Te Haupa Island Scenic Reserve vest back in the Crown; and
 - 5.21.3 the following matters apply as if the vestings in clauses 5.21.1 and 5.21.2 had not occurred –
 - (a) Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area remains a government purpose reserve wildlife management reserve under the Reserves Act 1977; and
 - (b) Te Haupa Island Scenic Reserve remains a scenic reserve under the Reserves Act 1977; and
 - (c) any enactment, instrument or interest that applied to Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area or Te Haupa Island Scenic Reserve immediately before the vesting date continues to apply to that property; and
 - (d) to the extent that the overlay classification applies to Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management

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Area or Te Haupa Island Scenic Reserve immediately before the vesting date, it continues to apply to that property; and

- (e) the Crown retains all liability for Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and Te Haupa Island Scenic Reserve; and

5.21.4 the vestings in clauses 5.21.1 and 5.21.2 are not affected by part 4A of the Conservation Act 1987, section 10 or 11 of the Crown Minerals Act 1991, section 11 or part 10 of the Resource Management Act 1991, or any other enactment that relates to the land; and

5.21.5 the vesting of Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area referred to in clause 5.21.1 is not a disposal of RFR land under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014; and

5.21.6 the vesting of Te Haupa Island Scenic Reserve referred to in clause 5.21.1 is not a disposal of RFR land under any enactment that provides for the reserve to be RFR land.

Vesting date

5.22 The settlement legislation will, on the terms provided by sections 64, 65 and 67 of the draft settlement bill, provide that, –

5.22.1 in relation to Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area –

- (a) the governance entity may give written notice of the proposed date of vesting to the Minister of Conservation; and
- (b) the proposed date must not be later than one year after the settlement date; and
- (c) the governance entity must give the Minister at least 40 business days' notice of the proposed date; and
- (d) the Minister must publish a notice in the *Gazette* –
 - (i) specifying the vesting date; and
 - (ii) stating that the fee simple estate in Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area vests in the governance entity on the vesting date; and

5.22.2 in relation to Te Haupa Island Scenic Reserve –

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- (a) the governance entity may give written notice of the proposed date of vesting to the Minister of Conservation; and
- (b) the proposed date must not be later than one year after the settlement date; and
- (c) the governance entity must give the Minister at least 40 business days' notice of the proposed date; and
- (d) the Minister must publish a notice in the *Gazette* –
 - (i) specifying the vesting date; and
 - (ii) stating that the fee simple estate in Te Haupa Island Scenic Reserve vests in the governance entity on the vesting date; and

5.22.3 for the purposes of clauses 5.21 and 5.22, **vesting date** means –

- (a) the date proposed by the governance entity in accordance with clause 5.22.1(a) to (c) or clause 5.22.2(a) to (c) (as relevant); or
- (b) the date one year after the settlement date, if no date is proposed.

OVERLAY CLASSIFICATION

5.23 The settlement legislation will, on the terms provided by sections 69 to 83 of the draft settlement bill, –

5.23.1 declare each of the following areas to be overlay areas subject to an overlay classification:

- (a) Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area (as shown on deed plan OTS-403-261);
- (b) Te Haupa Island Scenic Reserve (as shown on deed plan OTS-403-260); and

5.23.2 provide the Crown's acknowledgement of the statement of Ngāti Paoa values in relation to each of the overlay areas; and

5.23.3 require the New Zealand Conservation Authority, or a relevant conservation board, –

- (a) when considering a conservation management strategy, conservation management plan or national park management plan, in relation to an overlay area, to have particular regard to the statement of Ngāti Paoa values, and the protection principles, for the overlay area; and

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- (b) before approving a conservation management strategy, conservation management plan or national park management plan, in relation to an overlay area, to –
 - (i) consult with the governance entity; and
 - (ii) have particular regard to its views as to the effect of the strategy or plan on Ngāti Paoa values, and the protection principles, for the area; and
- 5.23.4 require the Director-General of Conservation to take action in relation to the protection principles; and
- 5.23.5 enable the making of regulations and bylaws in relation to the overlay areas.
- 5.24 The statement of Ngāti Paoa values, the protection principles, and the Director-General's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 5.25 The settlement legislation will, on the terms provided by sections 84 to 95 of the draft settlement bill, –
 - 5.25.1 provide the Crown's acknowledgement of the statements by Ngāti Paoa of their particular cultural, spiritual, historical, and traditional association with the following areas:
 - (a) Kiripaka Wildlife Scenic Reserve (as shown on deed plan OTS-403-268):
 - (b) Mangatawhiri Forest Conservation Area (as shown on deed plan OTS-403-275):
 - (c) Matietie Historic Reserve (as shown on deed plan OTS-403-262):
 - (d) Mutukaroa / Hamlin Hill (as shown on deed plan OTS-403-269):
 - (e) Ngahue Reserve (as shown on deed plan OTS-403-267):
 - (f) Paparimu Conservation Area (as shown on deed plan OTS-403-272):
 - (g) Point England (Kiano) Reserve (as shown on deed plan OTS-403-264):
 - (h) Pūkorokoro / Miranda Scenic Reserve (as shown on deed plan OTS-403-271):

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5: CULTURAL REDRESS

- (i) Pūkorokoro / Miranda Scientific Reserve (as shown on deed plan OTS-403-277):
 - (j) Richard Sylvan Memorial Scenic Reserve (as shown on deed plan OTS-403-273):
 - (k) Ruapotaka Reserve (as shown on deed plan OTS-403-270):
 - (l) Te Matuku Bay Scenic Reserve (as shown on deed plan OTS-403-266):
 - (m) Te Morehu Scenic Reserve (as shown on deed plan OTS-403-263):
 - (n) Vining Scenic Reserve (as shown on deed plan OTS-403-274); and
- 5.25.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 5.25.3 require relevant consent authorities to forward to the governance entity –
- (a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and
 - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- 5.25.4 enable the governance entity, and any member of Ngāti Paoa, to cite the statutory acknowledgement as evidence of the association of Ngāti Paoa with an area.
- 5.26 The statements of association are in part 2 of the documents schedule.

PROTOCOLS

- 5.27 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister or that Minister's delegated representative:
- 5.27.1 the primary industries protocol:
 - 5.27.2 the taonga tūturu protocol.
- 5.28 The protocols set out how the Crown will interact with the governance entity with regard to the matters specified in them.

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5: CULTURAL REDRESS

FORM AND EFFECT OF PROTOCOLS

5.29 Each protocol will be –

5.29.1 in the form in part 4 of the documents schedule; and

5.29.2 issued under, and subject to, the terms provided by sections 96 to 101 of the draft settlement bill.

5.30 A failure by the Crown to comply with a protocol is not a breach of this deed.

CONSERVATION RELATIONSHIP AGREEMENT

5.31 The parties must use reasonable endeavours to agree, and enter into, a conservation relationship agreement by the settlement date.

5.32 The conservation relationship agreement must be entered into by the governance entity and the Minister of Conservation and the Director-General of Conservation.

5.33 A party is not in breach of this deed if the conservation relationship agreement has not been entered into by the settlement date if, on that date, the party is negotiating in good faith in an attempt to enter into it.

5.34 A failure by the Crown to comply with the conservation relationship agreement is not a breach of this deed.

RUAMAAHUA

5.35 The Crown will consider the operation of the Grey-Faced Petrel (Northern Muttonbird) Notice 1979 as it applies to Ruamaahua regarding its alignment with the current titi season. The Crown acknowledges the significance of Ruamaahua to Ngāti Paoa. The Crown intends that any redress over Ruamaahua provided in a Treaty settlement will include Ngāti Paoa.

PROMOTION OF RELATIONSHIPS

Local authorities

5.36 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter of facilitation**), in the form set out in part 6 of the documents schedule, to the Mayor of each local authority listed in clause 5.38.

5.37 The purpose of a letter of facilitation is to –

5.37.1 raise the profile of Ngāti Paoa with each local authority receiving it; and

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- 5.37.2 advise the local authority of matters of particular importance to Ngāti Paoa relevant to that local authority.
- 5.38 The local authorities referred to in clause 5.36 are:
- 5.38.1 Auckland Council:
 - 5.38.2 Hauraki District Council:
 - 5.38.3 Matamata-Piako District Council:
 - 5.38.4 Thames-Coromandel District Council:
 - 5.38.5 Waikato District Council:
 - 5.38.6 Waikato Regional Council.

Crown agencies

- 5.39 By not later than six months after the settlement date, the Director of the Office of Treaty Settlements will write a letter (**letter of introduction**), in the form set out in part 7 of the documents schedule, to the Chief Executive of each Crown agency listed in clause 5.41, introducing Ngāti Paoa and the governance entity.
- 5.40 The purpose of a letter of introduction is to –
- 5.40.1 raise the profile of Ngāti Paoa with each Crown agency receiving it; and
 - 5.40.2 provide a platform for better engagement between Ngāti Paoa and each Crown agency.
- 5.41 The Crown agencies referred to in clause 5.39 are:
- 5.41.1 Auckland District Health Board:
 - 5.41.2 Counties Manukau District Health Board:
 - 5.41.3 Department of Corrections:
 - 5.41.4 Heritage New Zealand Pouhere Taonga:
 - 5.41.5 Land Information New Zealand:
 - 5.41.6 Ministry for Women:
 - 5.41.7 Ministry of Business, Innovation and Employment:

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- 5.41.8 Ministry of Education:
- 5.41.9 Ministry of Social Development:
- 5.41.10 New Zealand Police:
- 5.41.11 New Zealand Transport Agency:
- 5.41.12 Statistics New Zealand:
- 5.41.13 Waikato District Health Board:
- 5.41.14 Waitemata District Health Board.

STATEMENTS OF ASSOCIATION

- 5.42 The Crown acknowledges that Ngāti Paoa have associations with, and assert certain spiritual, cultural, historical and traditional values in relation to the following –
 - 5.42.1 Hauraki Gulf / Tīkapa Moana:
 - 5.42.2 Kōpuatai Wetland Area:
 - 5.42.3 Maungarei / Mount Wellington:
 - 5.42.4 Maungauika:
 - 5.42.5 Maungawhau / Mount Eden:
 - 5.42.6 Moehau maunga:
 - 5.42.7 Motuihe Island / Te Motu-a-Ihenga:
 - 5.42.8 Motutapu Island:
 - 5.42.9 Ōtāhuhu / Mount Richmond:
 - 5.42.10 Rangitoto Island:
 - 5.42.11 Takarunga / Mount Victoria:
 - 5.42.12 Te Aroha maunga.
- 5.43 The statements by Ngāti Paoa of their associations and values in relation to the areas referred to in clause 5.42 are set out in part 3 of the documents schedule.

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5: CULTURAL REDRESS

- 5.44 The parties acknowledge that the acknowledgement in clause 5.42, and the statements referred to in clause 5.43 are not intended to give rise to any rights or obligations.

CROWN PROTECTED AREA NAMES

- 5.45 The settlement legislation will, from the settlement date, on the terms provided by section 102 of the draft settlement bill, alter the name of the following Crown protected area set out in the first column to the name set out in the second column:

Existing Crown protected area name	Altered Crown protected area name
Te Haupa (Saddle) Island Scenic Reserve	Te Haupa Island Scenic Reserve
Miranda Taramaire Government Purpose Reserve Wildlife Management Area	Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area
Miranda Scenic Reserve	Pūkoro / Miranda Scenic Reserve
Miranda Scientific Reserve	Pūkoro / Miranda Scientific Reserve

- 5.46 The settlement legislation will, from the settlement date, on the terms provided by section 102 of the draft settlement bill, alter the name of that part of the Crown protected area named Tiritiri Matangi Island Scientific Reserve that is the cultural redress property Papakura Pā to the name Papakura Pā Scientific Reserve.

PLACEMENT OF POU WHENUA

- 5.47 The settlement legislation will, on the terms provided by section 60 of the draft settlement bill, provide that –

- 5.47.1 the Minister of Conservation has granted approval to fix or place on the following areas permanent pou whenua that reflect Ngāti Paoa associations with those areas (**activity**) on –

- (a) Te Haupa Island Scenic Reserve;
- (b) Papakura Pā Scientific Reserve; and

- 5.47.2 the Director-General may grant approval to the activity only if the Director-General is satisfied –

- (a) with the size and location of the pou whenua; and
- (b) that the activity will comply with the Resource Management Act 1991; and

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5: CULTURAL REDRESS

- (c) that the activity will comply with any other relevant enactment; and
- 5.47.3 the governance entity will –
 - (a) comply with building and planning regulations and all other relevant enactments; and
 - (b) be responsible, at its cost, for the construction, consents and ongoing maintenance associated with the activity; and
- 5.47.4 for the purposes of the Reserves Act 1977, if the governance entity carries out the activity in accordance with clause 5.47.1 to 5.47.3, be treated as having carried out the activity with the approvals or consents required under that Act.

CULTURAL REDRESS PAYMENT

- 5.48 The Crown must pay the governance entity on the settlement date –
 - 5.48.1 \$1,000,000 and the governance entity may, at its discretion, apply all or some of that amount towards cultural revitalisation and a property of cultural significance; and
 - 5.48.2 if clause 5.3 applies, \$352,000, in relation to the Kaiaua School property.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.49 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.
- 5.50 However, the Crown must not enter into another settlement that provides for the same redress as set out in clause 5.1 and clauses 5.16 to 5.18 as they relate to clause 5.1.

DEED OF SETTLEMENT

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the governance entity on the settlement date \$4,242,833, being the financial and commercial redress amount of \$23,500,000 less –
- 6.1.1 \$1,000,000 (**Railways payment**), being the payment made on 15 July 1996 to the trustees of the Ngāti Paoa Whanau Trust; and
- 6.1.2 [\$30,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.7.8; and]
- 6.1.3 [\$1,800,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.7.11 on account of the settlement; and]
- 6.1.4 \$302,167, being the agreed portion of the agreed transfer value of the property referred to in clause 7.5 on account of the settlement; and
- 6.1.5 \$15,625,000 (**Pouarua on-account payment**), being that part of the on-account payment that was paid on 15 November 2013 to the Pouarua Farm Limited Partnership attributable to Ngāti Paoa on account of the settlement; and
- 6.1.6 \$500,000 (**cash on-account payment**), being the on-account payment that was paid on 18 August 2014 to the governance entity on account of the settlement.

[Redress in this clause is to be confirmed before the Marutūāhu Iwi Collective Redress Deed is initialled]

RAILWAYS PAYMENT

- 6.2 Ngāti Paoa and the Crown acknowledge the Railways payment redress was taken into account, and treated as an on-account payment, for the purposes of determining the redress under this deed.

EARLY RELEASE COMMERCIAL PROPERTIES

- 6.3 The parties acknowledge that on 7 December 2015 the Crown transferred to the governance entity, on the terms and conditions agreed to by the parties in a counter-signed letter dated 5 August 2015 and in a subsequent agreement for sale and purchase, the early release commercial properties listed in part 5 of the property redress schedule.

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

COMMERCIAL PROPERTIES

- 6.4 The governance entity may, during the period from the date of this deed to 60 business days before the settlement date by giving the Crown written notice, elect to purchase a commercial property.
- 6.5 Each commercial property that the governance entity elects to purchase in accordance with clause 6.4 is to be –
- 6.5.1 sold by the Crown to the governance entity on the settlement date and on the terms of transfer in part 4 of the property redress schedule; and
 - 6.5.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.
- 6.6 In relation to each commercial property that the governance entity elects to purchase in accordance with clause 6.4, the Crown and the governance entity are to be treated as having entered into an agreement for the sale and purchase of that commercial property at its transfer value plus GST if any, on the terms in part 4 of the property redress schedule and under which on the settlement date –
- 6.6.1 the Crown must transfer the property to the governance entity; and
 - 6.6.2 the governance entity must pay to the Crown an amount equal to the transfer value of the property, plus GST if any, by –
 - (a) the SCP system, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or
 - (b) another payment method agreed by the parties.
- 6.7 The transfer of each purchased commercial property will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.

SETTLEMENT LEGISLATION

- 6.8 The settlement legislation will, on the terms provided by sections 103 to 107 of the draft settlement bill, enable the transfer of the commercial properties.

POINT ENGLAND HOUSING DEVELOPMENT OPPORTUNITY

- 6.9 The parties acknowledge that, the Crown has agreed to offer Ngāti Paoa the opportunity to purchase, before the settlement date, for the development of housing, the development land made available by the Point England Development Enabling Act 2017 being 11.6921 hectares, more or less, and being Section 1 SO 503726 held in computer freehold register 798085. The terms of the opportunity, including the

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

conditions which must be met, were agreed to by the parties through a counter-signed letter dated 13 October 2016.

APPLICATION OF CROWN MINERALS ACT 1991

6.10 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

6.10.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in –

- (a) any early release commercial property transferred to the governance entity; or
- (b) any purchased commercial property transferred to the governance entity under this deed; or
- (c) the Pouarua Farm property,

transfer with, and form part of, that property; but

6.10.2 that transfer does not –

- (a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or
- (b) affect other existing lawful rights to subsurface minerals.

6.11 Sections 114 to 123 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 6.10 applies.

6.12 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

DEED OF SETTLEMENT

7 COLLECTIVE REDRESS

DEEDS PROVIDING COLLECTIVE REDRESS

7.1 Ngāti Paoa is –

7.1.1 one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau;

7.1.2 a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed between the Crown and Ngā Mana Whenua o Tāmaki Makaurau;

7.1.3 one of the 12 Iwi of Hauraki;

7.1.4 a party to the Pare Hauraki Collective Redress Deed between the Crown and the Iwi of Hauraki;

7.1.5 one of the iwi of the Marutūāhu Iwi; and

7.1.6 a party to the Marutūāhu Iwi Collective Redress Deed between the Crown and the Marutūāhu Iwi.

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU COLLECTIVE REDRESS

7.2 The parties record that the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed –

7.2.1 provides for the following redress:

Cultural redress in relation to Tāmaki Makaurau area

- (a) cultural redress in relation to particular Crown-owned portions of maunga¹ and motu² of the inner Hauraki Gulf / Tīkapa Moana:
- (b) governance arrangements relating to four motu³ of the inner Hauraki Gulf / Tīkapa Moana:
- (c) a relationship agreement with the Crown, through the Minister of Conservation and the Director-General of Conservation, in the form set out in part 2 of the documents schedule to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed, in relation to public

¹ Matukutūruru, Maungakiekie / One Tree Hill, Maungarei / Mount Wellington, Maungauika, Maungawhau / Mount Eden, Mount Albert, Mount Roskill, Mount St John, Ōhinerau / Mount Hobson, Ōhūiarangi / Pigeon Mountain, Ōtāhuhu / Mount Richmond, Rarotonga / Mount Smart, Takarunga / Mount Victoria, and Te Tātua-a-Riukiuta.

² Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Tiritiri Matangi Island.

³ Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Motukorea.

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

conservation land in the Tāmaki Makaurau Region (as defined in the relationship agreement):

- (d) changing the geographic names of particular sites of significance in the Tāmaki Makaurau area:

Commercial redress in relation to RFR land

- (e) a right of first refusal over RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for a period of 172 years from the date the right becomes operative:

Right to purchase any non-selected deferred selection properties

- (f) a right to purchase any property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) –
 - (i) in relation to which one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau has a right of deferred selection under a deed of settlement with the Crown; but
 - (ii) that is not purchased under that right of deferred selection; and

Acknowledgement in relation to cultural redress in respect of the Waitematā and Manukau harbours

- 7.2.2 includes an acknowledgement that, although the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed does not provide for cultural redress in respect of the Waitematā and the Manukau harbours, that cultural redress is to be developed in separate negotiations between the Crown and Ngā Mana Whenua o Tāmaki Makaurau.

CERTAIN PROPERTIES CEASE TO BE NGĀ MANA WHENUA O TĀMAKI MAKĀURAU COLLECTIVE REDRESS

- 7.3 The Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice to the relevant persons in accordance with section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 that each cultural redress property that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) ceases to be RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for the purposes of that Act. To avoid doubt, this clause will not apply to the Kaiaua School property if clause 5.3 applies.

PARE HAURAKI COLLECTIVE REDRESS

- 7.4 The parties record the following summary of redress intended to be provided for in the Pare Hauraki Collective Redress Deed. The summary is non-comprehensive and provided for reference only; in the event of any conflict between the terms of the

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

summary and the Pare Hauraki Collective Redress Deed, the Pare Hauraki Collective Redress Deed prevails:

Cultural redress

- 7.4.1 vesting of 1,000 hectares at Moehau maunga in fee simple subject to government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve status, and co-governance and other arrangements over the entire 3,600 hectare Moehau Ecological Area, including the ability to undertake specified cultural activities as permitted activities:
- 7.4.2 vesting of 1,000 hectares at Te Aroha maunga in fee simple subject to local purpose (Pare Hauraki whenua kura) reserve status being administered by the Pare Hauraki collective cultural entity:
- 7.4.3 governance arrangements in relation to public conservation land, including a decision-making framework (which encompasses a regime for consideration of iwi interests including in relation to concession applications), recognition of the Pare Hauraki World View, and other arrangements including the joint preparation and approval of a Conservation Management Plan covering the Coromandel Peninsula, motu⁴ and wetlands⁵:
- 7.4.4 transfer of specific decision-making powers from the Department of Conservation to iwi, including in relation to customary materials and possession of dead protected fauna; a wāhi tapu management framework; and review of the Conservation Management Strategy to ensure Pare Hauraki values and interests are provided for:
- 7.4.5 natural resource management and governance arrangements over the Waihou and Piako Rivers, the Coromandel Peninsula catchment, the Mangatangi and Mangatawhiri waterway catchments, the Whangamarino wetland and the Tauranga Moana catchments and coastal marine area:
- 7.4.6 a statutory acknowledgement over the Kaimai Mamaku Range:
- 7.4.7 \$3,000,000 funding and other support for te reo revitalisation:
- 7.4.8 Ministry for Primary Industries redress, including a right of first refusal over fisheries quota for a period of 176 years from the date the right becomes operative, and recognition of the Pare Hauraki World View by the three principal Acts administered by the Ministry for Primary Industries:
- 7.4.9 changing the geographic names of specified areas of significance:
- 7.4.10 a letter of introduction to the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales:

⁴ Including Motutapere Island, Cuvier Island (Repanga), Mercury Islands, Rabbit Island, the Aldermen Islands (Ruamaahua).

⁵ Including Kopuatai, Torehape and Taramaire wetlands.

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- 7.4.11 \$500,000 towards the Pare Hauraki collective cultural entity:

Commercial redress

- 7.4.12 the transfer of the Kauaeranga, Tairua, Whangamata and Whangapoua Forests, the Hauraki Athenree Forest and Hauraki Waihou Forest (being licensed land as defined in the Pare Hauraki Collective Redress Deed):
- 7.4.13 the early release of certain landbank properties and transfer of other landbank properties on the settlement date:
- 7.4.14 the right to purchase specific parcels of land administered by the Department of Conservation on a deferred selection basis:
- 7.4.15 a right of first refusal over RFR land (as defined in the Pare Hauraki Collective Redress Deed), including land held by Crown entities and the Housing New Zealand Corporation, and the Cuvier lighthouse, for a period of 176 years from the date the right becomes operative:
- 7.4.16 additional rights of refusal over land in Tauranga (for a period of 176 years) and Waikato (as defined in the Pare Hauraki Collective Redress Deed):

Minerals

- 7.4.17 the transfer of certain Crown-owned minerals in land vested or transferred under the Pare Hauraki Collective Redress Deed:
- 7.4.18 involvement in any review of ownership of gold and silver:
- 7.4.19 a relationship agreement with the Ministry of Business, Innovation and Employment.

Pare Hauraki Landbank Property

- 7.5 The parties acknowledge that it is intended that Feisst Road/Bell Road, Maramarua must be transferred by the Pare Hauraki collective commercial entity to the governance entity, jointly with the trustees of the Ngāti Maru Rūnanga Trust, the Ngāti Tamaterā Treaty Settlement Trust and the Ngaati Whanaunga Ruunanga Trust, as an early release commercial redress property, as referred to in the Pare Hauraki Collective Redress Deed.

Housing New Zealand Corporation right of first refusal

- 7.6 The parties acknowledge that the governance entity will be entitled to receive any right of first refusal offer received by the Pare Hauraki collective commercial entity under the Pare Hauraki Collective Redress Deed in respect of the following properties:

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7: COLLECTIVE REDRESS

Land holding agency	Housing New Zealand Corporation	
Property ID	Address	Legal Description
TUS0007424	Thames	0.0278 hectares, more or less, being Lot 1 DPS 85641. All computer freehold register SA67D/522
TUS0007425	Thames	0.0328 hectares, more or less, being Lot 2 DPS 85641. All computer freehold register SA67D/523
TUS0007365	Thames	0.0275 hectares, more or less, being Lot 1 DPS 86179. All computer freehold register SA67D/863
TUS0007366	Thames	0.0331 hectares, more or less, being Lot 2 DPS 86179. All computer freehold register SA67D/864

MARUTŪĀHU IWI COLLECTIVE REDRESS

- 7.7 The parties record the following summary of redress intended to be provided for in the Marutūāhu Iwi Collective Redress Deed. The summary is non-comprehensive and provided solely for reference. In the event of any conflict between the terms of the summary and the Marutūāhu Iwi Collective Redress Deed, the Marutūāhu Iwi Collective Redress Deed prevails:

Cultural redress

- 7.7.1 vesting of land at the following properties:

- (a) Omahu property (Maungarei):
- (b) Moutohora property (Motuora):
- (c) Marutūāhu property (Mahurangi):
- (d) Te Wharekura property (Tiritiri Matangi):
- (e) Te Mokai a Tinirau property (Motuihe):
- (f) Mangoparera Pā property (Motuihe):
- (g) Taurarua property A:
- (h) [Taurarua property B]:
- (i) Whangaparaoa property:
- (j) Te Kawau Tu Maru property (Kawau):

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- 7.7.2 vesting of the Fort Takapuna Guardhouse on the Fort Takapuna Recreation Reserve:
- 7.7.3 transfer of the Sunny Bay Wharf on Kawau Island:
- 7.7.4 statutory acknowledgements for Motutapu area, Fort Takapuna area, Waipapa area, Taurarua area and Mutukaroa / Hamlin Hill:
- 7.7.5 a coastal statutory acknowledgement for Ngāi Tai Whakarewa Kauri Marutūāhu Iwi:
- 7.7.6 a relationship agreement with the New Zealand Transport Agency in relation to Waipapa:
- 7.7.7 a letter from the Minister for Treaty of Waitangi Negotiations to the Auckland Council regarding inclusion of Mutukaroa / Hamlin Hill in the integrated management plan prepared and approved by the Tūpuna Maunga o Tāmaki Makaurau Authority:

Commercial redress

- 7.7.8 the transfer of part 6-10 Homestead Drive, Mt Wellington:
- 7.7.9 the transfer of the Maramarua Forest on specified terms:
- 7.7.10 [the purchase of New Zealand Defence Force properties on the North Shore and Whangaparaoa Peninsula on specified terms:]
- 7.7.11 the transfer of the Anzac Street, Takapuna property as an early release property:
- 7.7.12 the opportunity to purchase, for two years from settlement date, the following deferred selection properties:
 - (a) specified landbank properties:
 - (b) the Panmure Probation Centre and the Boston Road Probation Centre subject to leaseback to the Department of Corrections:
 - (c) specified school sites (land only) subject to selection criteria and leaseback to the Ministry of Education:
- 7.7.13 the transfer of the Torpedo Bay property on specified terms with Ngāi Tai ki Tāmaki as a purchase and lease back to the Crown:
- 7.7.14 the deferred purchase of land at Waipapa administered by the New Zealand Transport Agency on specified terms and for a 35 year period from settlement date:

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7: COLLECTIVE REDRESS

- 7.7.15 a right of first refusal over exclusive RFR land in the Kaipara region for a period of 177 years from settlement date:
- 7.7.16 a right of first refusal for shared RFR land with Ngāti Whātua o Kaipara over specified properties in the Kaipara region for a period of 169 years from its commencement date:
- 7.7.17 a shared right of first refusal with Te Kawerau ā Maki and Ngāti Whātua over RFR land in a specified area in the Mahurangi region for a period of 173 years from its commencement date.



DEED OF SETTLEMENT

8 HARBOURS

- 8.1 Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine (and the harbours in those water bodies) are of great spiritual, cultural, customary, ancestral and historical significance to Ngāti Paoa.
- 8.2 Ngāti Paoa and the Crown acknowledge and agree that this deed does not provide for cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as that is to be developed in separate negotiations between the Crown and Ngāti Paoa.
- 8.3 Ngāti Paoa consider, but without in any way derogating from clause 8.10, negotiations with the Crown will not be complete until they receive cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.
- 8.4 The Crown recognises:
- 8.4.1 the significant and longstanding history of protest and grievance on the Crown's actions in relation to Tīkapa Moana, including the 1869 petition of Tanumeha Te Moananui and other Pare Hauraki rangatira and the Kauaeranga Judgment; and
 - 8.4.2 Ngāti Paoa have long sought co-governance and integrated management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.
- 8.5 The Crown acknowledges that the aspirations of Ngāti Paoa for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine include co-governance with relevant agencies in order to:
- 8.5.1 restore and enhance the ability of those water bodies to provide nourishment and spiritual sustenance;
 - 8.5.2 recognise the significance of those water bodies as maritime pathways (aramoana) to settlements throughout the Pare Hauraki rohe; and
 - 8.5.3 facilitate the exercise by Ngāti Paoa of kaitiakitanga, rangatiratanga and tikanga manaakitanga.
- 8.6 The Crown and iwi share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships Ngāti Paoa have with natural resources, and that the iwi have an important role in their care.
- 8.7 The Crown agrees to negotiate redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as soon as practicable, and will seek sustainable and durable arrangements involving Ngāti Paoa in the natural resource management of Tīkapa

DEED OF SETTLEMENT

8: HARBOURS

Moana – Te Tai Tamahine / Te Tai Tamawahine that are based on Te Tiriti o Waitangi / the Treaty of Waitangi.

- 8.8 This deed does not address the realignment of the representation of iwi on the Hauraki Gulf Forum under the Hauraki Gulf Marine Park Act 2000. This matter will be explored in the negotiations over Tīkapa Moana.
- 8.9 The Crown owes iwi a duty consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi to negotiate redress for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine in good faith.
- 8.10 Ngāti Paoa are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 8.7.

DEED OF SETTLEMENT

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

- 9.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 9.2 The settlement legislation must provide for all matters for which legislation is required to give effect to this deed of settlement.
- 9.3 The draft settlement bill proposed for introduction to the House of Representatives –
- 9.3.1 may be in the form of an omnibus bill that includes bills settling the claims of the Iwi of Hauraki; and
 - 9.3.2 must comply with the relevant drafting conventions for a government bill; and
 - 9.3.3 must be in a form that is satisfactory to Ngāti Paoa and the Crown.
- 9.4 The Crown must not after introduction to the House of Representatives propose changes to the draft settlement bill other than changes agreed in writing by Ngāti Paoa and the Crown.
- 9.5 Ngāti Paoa and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

- 9.6 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 9.7 However, the following provisions of this deed are binding on its signing:
- 9.7.1 clauses 6.2, and 9.4 to 9.11:
 - 9.7.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

- 9.8 This deed –
- 9.8.1 is “without prejudice” until it becomes unconditional; and

DEED OF SETTLEMENT

9: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 9.8.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.
- 9.9 Clause 9.8 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

- 9.10 The Crown or the governance entity may terminate this deed, by notice to the other, if –
- 9.10.1 the settlement legislation has not come into force within 36 months after the date of this deed; and
- 9.10.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.
- 9.11 If this deed is terminated in accordance with its provisions, –
- 9.11.1 this deed (and the settlement) are at an end; and
- 9.11.2 subject to this clause, this deed does not give rise to any rights or obligations; and
- 9.11.3 this deed remains “without prejudice”; but
- 9.11.4 the parties intend that –
- (a) the on-account payments;
 - (b) the property referred to in clause 7.5, if that property is transferred pursuant to the Pare Hauraki Collective Redress Deed;
 - (c) [the property referred to in clause 7.7.11, if that property is transferred pursuant to the Marutūāhu Iwi Collective Redress Deed;]
 - (d) the early release commercial properties referred to in clause 6.3; and
 - (e) the Point England housing development opportunity referred to in clause 6.9,

are taken into account in any future settlement of the historical claims.

DISSOLUTION OF WAIHEKE STATION TRUST

- 9.12 The settlement legislation will, on the terms provided by sections 125 to 142 of the draft settlement bill –

DEED OF SETTLEMENT

9: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 9.12.1 dissolve the Waiheke Station Trust; and
- 9.12.2 vest the assets and liabilities of the Waiheke Station Trust in the governance entity.

WAIHEKE STATION FARM LAND STATUS

- 9.13 The settlement legislation will, on the terms provided by sections 125, 143 and 144 of the draft settlement bill, provide for the jurisdiction of the Māori Land Court to make an order to declare, on application from the governance entity, the Waiheke Station Farm ceases to be Māori freehold land.

DEED OF SETTLEMENT

10 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

- 10.1 The general matters schedule includes provisions in relation to –
- 10.1.1 the implementation of the settlement; and
 - 10.1.2 the Crown's –
 - (a) payment of interest in relation to the settlement; and
 - (b) tax indemnities in relation to redress; and
 - 10.1.3 giving notice under this deed or a settlement document; and
 - 10.1.4 amending this deed.

HISTORICAL CLAIMS

- 10.2 In this deed, **historical claims** –
- 10.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Paoa, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement 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; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992 –
 - (i) by, or on behalf of, the Crown; or

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

(ii) by or under legislation; and

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngāti Paoa or a representative entity, including the following claims:

- (a) Wai 10 – Waiheke Island claim:
- (b) Wai 72 – Ngāti Paoa Lands and Fisheries claim:
- (c) Wai 321 – Treaty of Waitangi Fisheries Commission claim:
- (d) Wai 365 – Matakana Island (No.3) claim:
- (e) Wai 369 – Waiheke Island Land claim:
- (f) Wai 392 – Te Runanga O Ngati Paoa claim:
- (g) Wai 563 – Kaiaua School Lands claim:
- (h) Wai 810 – Waiheke Island Domain and Te Huruhi Lands claim:
- (i) Wai 826 – Te Kawakawa Block (Clevedon) claim:
- (j) Wai 1492 – Tikirahi Marae Trust claim:
- (k) Wai 1889 – Ngāti Paoa (Andrews) claim; and

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngāti Paoa or a representative entity, including the following claims:

- (a) Wai 96 – East Wairoa Raupatu claim:
- (b) Wai 100 – Hauraki Māori Trust Board claim:
- (c) Wai 345 – Fairburn Block claim:
- (d) Wai 364 – Tamaki-Hauraki (Tooke) claim:
- (e) Wai 373 – Maramarua State Forest claim:
- (f) Wai 374 – Auckland Central Railways Land claim:
- (g) Wai 394 – Central Auckland Railway Lands claim:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

- (h) Wai 454 – Marutūāhu Tribal Region claim:
- (i) Wai 475 – Whangapoua Forest claim:
- (j) Wai 496 – Tamaki Girls College and Other Lands within Tāmaki Makaurau claim:
- (k) Wai 650 – Athenree Forest and Surrounding Lands claim:
- (l) Wai 693 – Matamataharakeke Blocks claim:
- (m) Wai 704 – Whangamata 4D4B2A block and other blocks claim:
- (n) Wai 720 – Mahurangi-Omaha (Hauraki Gulf) claim:
- (o) Wai 808 – Hoe O Tainui Ki Mahurangi Land claim:
- (p) Wai 811 – Coromandel Township and Other Lands (Te Patukirikiri) claim:
- (q) Wai 812 – Marutūāhu Land and Taonga claim:
- (r) Wai 887 – Ngawaka Tautari Lands (Auckland Kaipara) claim:
- (s) Wai 968 – Korohere Ngapo Harataunga Lands claim:
- (t) Wai 1530 – Descendants of Hurikino Hetaraka and Mihi Herewini claim:
- (u) Wai 1696 – Tararu Land (Nicholls) claim:
- (v) Wai 1702 – Ngāti Paoa and Te Urikaraka (Andrews) claim:
- (w) Wai 1807 – Descendants of Tipa claim:
- (x) Wai 1825 – Descendants of Hetaraka Takapuna claim:
- (y) Wai 1891 – Ngaromaki Block Trust Mining claim:
- (z) Wai 1897 – Boyd Turongo Dixon claim:
- (aa) Wai 2039 – Ngāti Amaru and Ngāti Pou Lands claim:
- (bb) Wai 2169 – Descendants of Hetaraka Takapuna claim:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

(cc) Wai 2298 – WT Nicholls Estate Lands and Resources (Tukerangi) claim.

10.3 However, **historical claims** does not include the following claims:

10.3.1 a claim that a member of Ngāti Paoa, or a whānau, hapū, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from a tupuna or ancestor who is not referred to in clause 10.5.1:

10.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.3.1.

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

NGĀTI PAOA

10.5 In this deed, **Ngāti Paoa** means –

10.5.1 the collective group composed of individuals who descend from a Ngāti Paoa tupuna or ancestor; and

10.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 10.5.1, including the following groups:

(a) Ngāti Paoa O Wharekaho:

(b) Ati Taheke:

(c) Ngāti Horowhenua:

(d) Matekiwaho:

(e) Ngai Tauaiwi:

(f) Ngāti Huia:

(g) Ngāti Hura:

(h) Ngāti Huruhuru:

(i) Ngāti Kaiwhakapae:

(j) Ngāti Kapu:

(k) Ngāti Kauahi:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

- (l) Ngāti Koura:
- (m) Ngāti Kupenga:
- (n) Ngāti Mahia:
- (o) Ngāti Manawa:
- (p) Ngāti Manu Aute:
- (q) Ngāti Ngāmuri:
- (r) Ngāti Omakau:
- (s) Ngāti Parengaherehere/Pare:
- (t) Ngāti Paretipa:
- (u) Ngāti Piri:
- (v) Ngāti Pōkai:
- (w) Ngāti Putoa:
- (x) Ngāti Raukura:
- (y) Ngāti Rauheha/Rauwhea:
- (z) Ngāti Rerekau:
- (aa) Ngāti Ringatahi:
- (bb) Ngāti Rurangi:
- (cc) Ngāti Te Aho:
- (dd) Ngāti Te Awa:
- (ee) Ngāti Te Hiko:
- (ff) Ngāti Te Umu:
- (gg) Ngāti Taharoku:
- (hh) Ngāti Tahuna:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

- (ii) Ngāti Tarao:
- (jj) Ngāti Taukiri:
- (kk) Ngāti Taurua:
- (ll) Ngāti Tipa:
- (mm) Ngāti Tuahuru:
- (nn) Ngāti Tuwhanga:
- (oo) Ngāti Waitarata:
- (pp) Ngāti Whata:
- (qq) Te Aho Mate ki Tātahi:
- (rr) Te Hingawaka:
- (ss) Te Huruhuru:
- (tt) Te Iwitanupo:
- (uu) Te Korohura:
- (vv) Te Kupenga:
- (ww) Te Mate Tokorua:
- (xx) Te Rapupō:
- (yy) Te Taharoku:
- (zz) Te Uri Karaka:
- (aaa) Te Uri a Haupa:
- (bbb) Tahakoko:
- (ccc) Upokotoia;
- (ddd) Waihinu; and

10.5.3 every individual referred to in clause 10.5.1.

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

10.6 For the purposes of clause 10.5.1 –

10.6.1 a person is **descended** from another person if the first person is descended from the other by –

- (a) birth; or
- (b) legal adoption; or
- (c) whāngai (Māori customary adoption) in accordance with Ngāti Paoa tikanga (Māori customary values and practices of Ngāti Paoa); and

10.6.2 **Ngāti Paoa tupuna or ancestor** means an individual who –

- (a) exercised customary rights by virtue of being descended from:
 - (i) Paoa; or
 - (ii) a recognised tupuna or ancestor of any of the groups referred to in clause 10.5.2; and
- (b) exercised customary rights predominantly in relation to the area of interest after 6 February 1840; and

10.6.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including –

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

MANDATED NEGOTIATORS

10.7 In this deed, **mandated negotiators** means the following individuals –

10.7.1 Anthony Dean Morehu Wilson, Papakura, Auckland, airport emergency service officer; and

10.7.2 Hauāuru Eugene Raymond Rawiri, Papakura, Auckland, Kaihautū, Ngāti Paoa Iwi Trust.

ADDITIONAL DEFINITIONS

10.8 The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

10.9 Part 7 of the general matters schedule applies to the interpretation of this deed.

DEED OF SETTLEMENT

SIGNED as a deed on [**date**]

SIGNED by **THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST** as trustees of that trust and for and on behalf of **NGĀTI PAOA** in the presence of –

Bryce Herron

Gary Thompson

WITNESS

Name:

Occupation:

Address:

SIGNED by the mandated negotiators for and on behalf of **NGĀTI PAOA** in the presence of –

Anthony Dean Morehu Wilson

Hauāuru Eugene Raymond Rawiri

WITNESS

Name:

Occupation:

Address:

Handwritten initials/signature

DEED OF SETTLEMENT

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

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

Hon Christopher Finlayson

The Minister of Finance
(only in relation to the tax indemnities)
in the presence of –

Hon Steven Leonard Joyce

WITNESS

Name:

Occupation:

Address:



IWI TRUST DEED

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NGĀTI PAOA IWI TRUST GOVERNANCE ENTITY TRUST DEED

AMENDMENT HISTORY OF THIS TRUST DEED

Executed as a deed on the 4th day of October 2013.

Amended by Special Resolution on the 29th day of April 2017.

Further amended by Special Resolution on 13th day of December 2018.

BACKGROUND

- A. The Ngāti Paoa Trust is the mandated iwi entity for Ngāti Paoa for Treaty Settlement purposes. Mandate was achieved in May 2011.
- B. The Ngāti Paoa Trust expects to initial a Deed of Settlement with the Crown to settle its historical Treaty of Waitangi claims in 2014.
- C. In order to meet the requirements prescribed by the Crown the Ngāti Paoa Trust has established a single post settlement governance entity to receive and administer the settlement assets received as part of Ngāti Paoa's historical Treaty of Waitangi settlement to be agreed with the Crown.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Trust Deed, unless the context otherwise requires:

“Adult Member of Ngāti Paoa” means a Member of Ngāti Paoa who is 18 years of age or over;

“Adult Registered Member of Ngāti Paoa” means a Member of Ngāti Paoa identified on the Register as being 18 years of age or over;

“Annual Plan” means the annual plan of the Trust which is prepared in accordance with *clause 8.1*;

“Annual Report” means the annual report of the Ngāti Paoa Group which is prepared by the Trustees in accordance with *clause 9.1*;

“Balance Date” means 31 March or any other date that the Trustees by resolution adopt as the date up to which the Trust's financial statements are to be made in each year;

“Business Day” means any day on which registered banks are open for business in Auckland;

“Chairperson” means the chairperson from time to time of the Trust appointed by the Trustees in accordance with *rule 4* of the Third Schedule;

“Chief Executive” means the person appointed in accordance with *clause 4.1*;

“Chief Returning Officer” means as the context requires:

- (a) the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with *rule 10* of the Second Schedule; or
- (b) the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with *rule 7.1* of the Fourth Schedule;

“Consolidated Financial Statements” means the consolidated financial statements of the Ngāti Paoa Group prepared by the Trustees in accordance with *clause 10.1*;

“Custodian Trustee” means the custodian trustee that may be appointed or incorporated in accordance with *clause 24.1*;

“Customary Rights” means rights according to tikanga Māori (Māori customary values and practices) including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources;

“Deed” and **“Trust Deed”** mean this deed of trust and include the background and the schedules to this deed;

“Deed of Settlement” means the deed or deeds that will be entered into between representatives of Ngāti Paoa and the Crown recording the settlement of the Ngāti Paoa Claims;

“Deputy Chairperson” means the deputy chairperson from time to time of the Trust if one is appointed in accordance of *rule 4* of the Third Schedule;

A person is **“descended”** from another person if the first person is descended from the other by:

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Paoa’s tikanga (Māori customary values and practices);

“Disputes Committee” means a committee formed in accordance with *clauses 30.4 and 31.5*;

“Electoral Review Officer” means the person appointed to act as electoral review officer in accordance with *rule 13.2* of the Second Schedule;

“Establishment Trustees” means those Trustees elected immediately following the initial Trustees in accordance with *rule 4.2* of the Second Schedule;

“Five Year Plan” means the five year plan of the Trust prepared in accordance with *clause 8.2*;

“Income Year” means any year or accounting period beginning 1 April of one calendar year and ending 31 March of the following calendar year or any other period that the Trustees by resolution adopt;

“Initial Trustees” means the Trustees identified in *clause 3.1*;

“Major Transaction” in relation to any member of the Ngāti Paoa Group means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than half the value of the Trust’s Assets before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than half the value of the Trust’s Assets before disposition; or
- (c) a transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Trust’s Assets before the transaction;

but does not include:

- (d) any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust’s Assets (whether the Assets are held by the Trust or any other member of the Ngāti Paoa Group); or
- (e) any acquisition of Property by a member of the Ngāti Paoa Group from any other member of Ngāti Paoa Group; or
- (f) any disposition of Property by a member of the Ngāti Paoa Group to any other member of the Ngāti Paoa Group;

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than half of the value of the Trust’s Assets for the purpose of securing the repayment of money or the performance of an obligation.

For the purposes of paragraphs (a) to (c) of this definition, the value of the Trust’s Assets shall be calculated based on the value of the assets of the Ngāti Paoa Group;

“Māori Fisheries Act” means Māori Fisheries Act 2004;

“MCACS Act” means the Māori Commercial Aquaculture Claims Settlement Act 2004;

“Member of Ngāti Paoa” means an individual referred to in paragraph (a) of the definition of Ngāti Paoa;

“Membership Validation Committee” means the committee appointed in accordance with *rule 4* of the First Schedule;

“Ngāti Paoa Iwi” means:

(a) the collective group composed of individuals who descend from Ngāti Paoa Iwi 's Ancestor.

“Ngāti Paoa Ancestor” means an individual who exercised Customary Rights by virtue of being descended from:

(a) Paoa; and

(b) who exercised customary rights predominantly in relation to the Ngāti Paoa Area of Interest at any time after 6 February 1840;

“Ngāti Paoa Area of Interest” means the Area of Interest of Ngāti Paoa as identified and defined in the Deed of Settlement;

“Ngāti Paoa Claims” means Ngāti Paoa historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngāti Paoa under the Treaty of Waitangi, as identified in the Deed of Settlement;

“Ngāti Paoa Group” means the Trust and its Subsidiaries (if any);

“Ngāti Paoa Register” means the register of Members of Ngāti Paoa that is to be maintained by the Trust in accordance with the First Schedule to this Deed;

“Property” means all property (whether real or personal) and includes choses in action, rights, interests and money;

“Provisional Vote” means a vote cast pursuant to *rule 10.4* of the Second Schedule or *rule 8.3* of the Fourth Schedule, as the case may be;

“Registrar-General of Land” or **“Registrar-General”** means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952;

“Related Person” has the same meaning as provided in the Income Tax Act 2007;

“Settlement Act” means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the premises contained within that deed;

“Settlement Date” means the date defined as the Settlement Date in the Deed of Settlement or Settlement Act;

“Special Resolution” means a resolution that:

- (a) where required by the Māori Fisheries Act 2004 or the Māori Commercial Aquaculture Claims Settlement Act 2004 a resolution by not less than 75% of the Adult Members of Ngāti Paoa voting in accordance with the Fourth Schedule; and
- (b) in all other cases a resolution by not less than 75% of the Adult Registered Members of Ngāti Paoa who validly cast a vote in accordance with the process set out in the Fourth Schedule;

“Statements of Intent” means the statements of intent prepared by a Subsidiary in accordance with *clause 10.1*;

“Subsidiaries” or **“Subsidiary”** means any entity or trust that is:

- (a) wholly owned; or
- (b) controlled directly

by the Trust;

“Trust” means the trust created by this Deed which is to be called the Ngāti Paoa Iwi Trust;

“Trust Deed” means this deed of trust and includes the recitals and the schedules to this deed;

“Trust’s Assets” means the trust fund of the Trust and shall include all assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees;

“Trust’s Purpose” means the object and purpose set out in *clause 2.4*;

“Trust Period” means the period from the date of this Deed until the Vesting Day;

“Trustees” means the trustees appointed from time to time in accordance with clause 3.1 and the Second Schedule of this Deed to represent Ngāti Paoa and to act as the trustees for the time being of the Trust and **“Trustee”** shall mean any one (1) of those persons; and

“Vesting Day” has the meaning set out in *clause 28*.

1.2 Interpretation

In this Trust Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other genders;
- (c) references to a person include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Deed;
- (f) the schedules to this Deed shall form part of this Deed;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Deed; and
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993.

2. CONSTITUTION, STATUS AND OBJECT OF THE TRUST

2.1 Trust Established

The Trustees acknowledge that they hold the Trust's Assets upon the trusts and with the powers set out in this Deed. The Trustees further acknowledge that the trust hereby created shall be known as the Ngāti Paoa Iwi Trust.

2.2 Trust Administration

The Trust shall be governed and administered by and in accordance with this Deed.

2.3 Powers of Trust

The Trustees continue to have all the powers of a natural person and may exercise those powers in accordance with the terms of this Trust. Without limiting in any way the generality of the foregoing, the Trustees shall have the powers:

- (a) to receive or accept, or to make any disposition of, any real property, including any interest of any type in real property (whether corporeal or incorporeal hereditament);
- (b) to receive or accept, or to make any disposition of, any personal property (whether chattels, choses in action, intellectual property, and otherwise howsoever), including any interest of any type in personal property;
- (c) to receive or grant any security, including any mortgage, pledge, charge, security interest, or otherwise howsoever, in relation to all, or any part of, the Property;

- (d) to contract, to grant a release, to grant a power of attorney, to appoint an agent, a receiver, or a stakeholder, to settle property on, or declare, a trust;
- (e) to issue or take any debt or equity security; and
- (f) to borrow or to lend money.

2.4 Object and purpose of the Trust

The purpose for which the Trust is established is to receive, manage, hold and administer the Trust's Assets on behalf of and for the benefit of the present and future Members of Ngāti Paoa in accordance with this Deed.

Without limiting in any way the generality of the foregoing, the trustees may:

- (a) promote the educational, spiritual, economic, social and cultural advancement or well-being of Ngāti Paoa and its Members;
- (b) provide for the on-going maintenance and establishment of places of cultural or spiritual significance to Ngāti Paoa and its Members;
- (c) promote the health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability of Ngāti Paoa and its Members;
- (d) undertake commercial activities to support the object and purpose of the Trust;
- (e) any other purpose that is considered by the Trustees from time to time to be beneficial to the Trust and its Members.

2.5 Restriction on Major Transactions

Notwithstanding *clause 2.3*, the Trustees

must not enter into a Major Transaction; and

must ensure that any Subsidiaries are established on terms which provide that such Subsidiaries must not enter into a Major Transaction;

unless that Major Transaction:

- (a) is approved by way of Special Resolution in accordance with the Fourth Schedule; or
- (b) is contingent upon approval by way of Special Resolution.

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1 Initial Trustees

Pending election and appointment of the Establishment Trustees in accordance with the Second Schedule, there shall be seven Trustees appointed as initial Trustees, two of whom shall be independent Trustees. The initial Trustees shall be:

1. Gary Thompson
2. Tania Tarawa
3. Gwen Te Pania-Palmer
4. James Ratahi
5. Jasmine Castle
6. Bryce Heron (independent); and
7. David Gray (independent)

3.2 Appointment in accordance with Second Schedule

Subject to *clause 3.1* the Trustees from time to time of the Trust shall be appointed to office in accordance with the rules set out in the Second Schedule.

3.3 Extent of Trustees' discretion to manage Trust affairs

Subject to any requirements imposed by this Deed, the Deed of Settlement, the Settlement Act, the Māori Fisheries Act, the MCACS Act and in accordance with law the Trustees shall control and supervise the business and affairs of the Trust in such a manner as they, in their sole discretion, see fit.

3.4 Proceedings of Trustees

Except as otherwise provided in the Deed the proceedings and other affairs of the Trustees shall be conducted in accordance with the rules set out in the Third Schedule.

3.5 Trustees Remuneration

Trustees' remuneration must:

- (a) be authorised by a resolution of Adult Registered Members of Ngāti Paoa in accordance with *clause 13.2*. In recommending trustee remuneration levels the Trustees must first seek professional advice in that regard; but
- (b) in respect of the initial Trustees in *clause 3.1*, who will be appointed before the first annual general meeting, be set by them for the period they hold office as initial Trustees, on the basis of professional advice they must seek.

3.6 Trustee Expenses

Trustees will be entitled to be reimbursed reasonable expenses reasonably incurred in relation to their acting as Trustees.

4. CHIEF EXECUTIVE AND OTHER EMPLOYEES

4.1 Trustees to appoint Chief Executive

The Trustees may (on such terms as the Trustees determine) appoint a Chief Executive to manage the day to day administration of the Trust including without limitation the implementation of the Trustees' planning, reporting and monitoring obligations under this Deed.

4.2 Delegations to Chief Executive

The Trustees shall ensure that any Chief Executive is appointed on terms which require that the Chief Executive shall be responsible for the employment of all other employees of the Trust and shall exercise such other powers and discretions as are delegated to him or her by the Trustees from time to time.

4.3 Trustee Role

A Trustee may not hold the position of Chief Executive nor be an employee of, or a contractor to, any entity or trust in the Ngāti Paoa Group.

5. TRUSTEES MAY ESTABLISH SUBSIDIARIES

5.1 Establishment of Subsidiaries

In receiving, controlling, and supervising the use of the Trust's Assets on behalf of Ngāti Paoa, whether pursuant to the Deed of Settlement, the Settlement Act, the Māori Fisheries Act, the MCACS Act or otherwise, the Trustees may establish and oversee the operations of any Subsidiaries.

5.2 Ownership and Control of Subsidiaries

The Trustees shall ensure that any Subsidiary is established on terms which require the Subsidiary to manage any of the Trust's Assets it holds solely for the benefit of Ngāti Paoa. The Trustees shall ensure that they have and retain all the shares in any Subsidiary that is a Company and the sole power to appoint and remove the trustees and directors or any responsible body of any Subsidiary.

5.3 Trustees to monitor

The Trustees shall exercise their shareholding or power of appointment in respect of any Subsidiaries in such a way as to ensure that these entities carry out their activities in a manner which is consistent with the Trust's object and purpose.

5.4 Trustee to fund Subsidiaries

The Trustees may fund Subsidiaries (if any) by distributing capital or income or by making advances to the Subsidiary or by such other means as is consistent with the Trust's object and purpose.

5.5 Directors responsible for governance

For the avoidance of doubt, and except as expressly provided by this Deed, all entities or trusts within the Ngāti Paoa Group shall be governed by their respective boards or other responsible bodies and the role of the Trustees in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Trustees as shareholders or (as applicable) appointor and beneficiary of the relevant entity or trust.

5.6 Remuneration of directors and other trustees

The Trustees shall ensure that Subsidiaries are established on terms which give the Trustees the power to determine the remuneration payable to any director or trustee or controlling body of any Subsidiary.

5.7 No influence in determining remuneration

No Trustee receiving any remuneration referred to in *clause 5.6* shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

6. APPOINTMENT OF DIRECTORS AND TRUSTEES

6.1 Appointment and removal of directors and trustees

The Trustees shall ensure that Subsidiaries are established on terms which ensure that the directors and trustees or other controlling body of the Subsidiary shall be appointed and removed by the Trustees.

6.2 Trustees as directors and trustees of Subsidiaries

No more than 40% of the Trustees then in office may be appointed as directors or trustees of any individual Subsidiary.

6.3 Appointments with regard to skills and expertise

A director, a trustee or a controlling body of any Subsidiary shall only be appointed by the Trustees if that person has the particular skills and expertise that are necessary for the appointment having regard to the activities that the Subsidiary undertakes or is likely to undertake in the future and the mix of skills and expertise that is necessary on the relevant Subsidiary.

7. APPLICATION OF INCOME AND CAPITAL

7.1 Trustees may apply income and capital:

During the Trust Period, and subject to any other requirements in this Trust Deed, the Trustees may:

- (a) provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income in any Income Year to or for the benefit of Members of Ngāti Paoa;

(b) use or apply any capital of the Trust's Assets to or for the benefit of Members of Ngāti Paoa. for the Trust's Purpose without first using or applying the whole or any portion of the income of the Trust's Assets for that year; or

(c) set aside reserves or accumulations for future use or application by the Trustees,

as the Trustees in their sole discretion think fit for or towards the Trust's Purpose.

7.2 Payments out of income

The Trustees may, in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of income such amounts as the Trustees in their discretion think fit, including:

(a) as a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or

(b) as a reserve to meet fluctuations of income in future years and other contingencies.

7.3 Matters to consider in applying income

In making any decision as to the application of the income in any Income Year, the Trustees shall, in exercising their discretion:

(a) determine how much of the income should cease to be income and be added to and form part of the capital of the Trust's Assets, provided that the Trustees may not in the Income Year convert the entire income of the Trust into capital; and

(b) endeavour to act fairly in considering the needs and interests of present and future Members of Ngāti Paoa.

7.4 Accumulation in six months where income not applied

Any income from any Income Year that is not paid or applied in accordance with this *clause 7* during or within the six (6) months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust's Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust's Assets.

8. PLANS

8.1 Trustees to prepare Annual Plan

In addition to the requirement in *clause 8.3*, the Trustees shall prepare no later than one (1) month before the commencement of each Income Year an Annual Plan which specifies in respect of that Income Year information including:

(a) the strategic vision of the Trust for the Ngāti Paoa Group, consistent with the longer term vision of the Ngāti Paoa Group as identified in the Five Year Plan;

(b) the nature and scope of the activities proposed by the Trustees for the Ngāti Paoa Group in the performance of the Trust's Purpose;

- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Ngāti Paoa Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with;
- (f) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Ngāti Paoa; and
- (g) any other information as the Trustees in their discretion consider necessary or appropriate.

8.2 Trustees to prepare Five Year Plan

In addition to the requirement in *clause 8.3*, the Trustees shall also produce, prior to the annual general meeting in the 2019/2020 Income Year, and update not less than every two (2) years, a Five Year Plan. Such a plan shall set out the longer term vision of the Trustees in respect of the matters referred to in *clause 8.1(a) to (g)* and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust's Assets.

8.3 Initial Annual Plan and Five Year Plan

In addition to the requirements in *clauses 8.1* and *8.2* the Trustees shall, within one (1) month of establishment of the Trust prepare and produce an Annual Plan and Five Year Plan that comply with the matters in *clause 8.1* and *8.2*. Those plans shall have effect until such time as they are replaced by new plans as required in *clause 8.1* and *8.2*.

9. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

9.1 Preparation of annual report

The Trustees must, within five (5) months after the end of each Income Year, and no later than 20 Business Days prior to an annual general meeting, cause to be prepared an annual report on the affairs of the Ngāti Paoa Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against the Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Ngāti Paoa Group for that Income Year. The Consolidated Financial Statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a director or trustee of a Subsidiary) and details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer).

9.2 Audit of financial statements

The Trustees must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice prior to the date for giving notice of the annual general meeting of the Trust for the Income Year immediately following the Income Year to which the financial statements relate.

9.3 Appointment of auditor

The auditor shall be appointed by the Trustees prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the Trust's accountant shall not be appointed as the auditor.

10. SUBSIDIARIES TO PREPARE PLANS AND REPORTS

10.1 Subsidiaries to prepare Plans and Statements of Intent

The Trustees shall procure that each Subsidiary will:

- (a) within three (3) months of the establishment of the Subsidiary, prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by the Trustees, update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- (c) within three (3) months of the establishment of the Subsidiary, prepare a Five Year Plan which shall be updated not less than every two (2) years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) no later than one (1) month following the completion of the Five Year Plan referred to in paragraph (c) of this clause, and thereafter no later than two (2) months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its five year planning objectives and fulfil the objectives and principles of the Statement of Intent;
- (e) in addition to any normal reporting requirements, within two (2) calendar months after the completion of the first, second and third quarter of each Income Year send to the Trustees reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time).

10.2 Trustee approval required

Prior to being implemented all Statements of Intent, Five Year Plans and Annual Plans must be approved by the Trustees. Such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust's Assets.

10.3 Reports to comply with Companies Act 1993

The Trustees shall procure that all annual reports by any Subsidiary that is a company comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the company or any of its subsidiaries, or the classes of business in which the company has an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993;
- (c) the auditor's report of the financial statements (or group financial statements) of the company for that Income Year.

10.4 Subsidiaries to meet Companies Act standard

All reports of any Subsidiary that is a trust shall be provided to the same standard, including as to form and content, as is required under *clause 10.3* as if the Subsidiary was a company.

10.5 Report to include comparison against plans

In addition to the matters set out in *clauses 10.3* and *10.4*, the Trustees shall procure that all reports by any Subsidiary include a comparison of its performance against both its respective annual plans for that Income Year and its medium and longer term planning objectives (as set out in the Five Year Plan and Statement of Intent).

10.6 Protection of Information

For the avoidance of doubt, nothing in this *clause 10* limits or affects the rights of the Trustees, as shareholders in any Subsidiary that is a company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Subsidiary.

11. DISCLOSURE OF PLANS, REPORTS AND MINUTES

11.1 Documents to be available for inspection

The Trustees shall hold at their offices and make available for inspection by any Member of Ngāti Paoa during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three (3) Income Years;
- (b) the Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) the Annual Plan;

- (d) the Five Year Plan;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with *clause 13.14* of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) their own personal details on the Register;
- (h) the Deed and any amendment to the Deed; and
- (i) the current constitution or trust deed of any Subsidiary.

11.2 Costs of copying

Any Member of Ngāti Paoa shall be entitled to obtain copies of the information referred to in *clause 11.1*. However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

12. NO DISCLOSURE OF SENSITIVE INFORMATION

- 12.1** For the avoidance of doubt, but subject to the Trustees reporting obligations in *clauses 9.1, 11.1(a), 11.1(b), 11.1(f), 13.1(a) and 13.1(b)*, the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trustees and the Ngāti Paoa Group which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

13. GENERAL MEETINGS

13.1 Trustees to hold annual general meeting

The Trust shall, no later than six (6) calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last annual general meeting of the Trust, hold a general meeting for the Members of Ngāti Paoa, to be called its annual general meeting, and shall at that meeting:

- (a) report on the operations of the Ngāti Paoa Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan;
- (d) announce the names of all newly appointed Trustees;
- (e) approve the appointment of the auditor for the next Income Year;

- (f) approve the Trustees' remuneration;
- (g) undertake all other notified business; and
- (h) at the discretion of the chairperson of the meeting, undertake any other general business raised at that meeting.

13.2 Approval of Trustees' remuneration and appointment of auditor

- (a) No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members of Ngāti Paoa present at the annual general meeting. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee. This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director or trustee of a Subsidiary and that remuneration shall be determined by the Trustees pursuant to *clause 5*.
- (b) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Registered Members of Ngāti Paoa present at the annual general meeting.

13.3 Notice of general meeting

The Trustees shall give not less than twenty one (21) days notice of the holding of the annual general meeting, such notice to be posted (including, by electronic form where available) to all Adult Registered Members of Ngāti Paoa at the last address shown for each such Adult Registered Member of Ngāti Paoa on the Ngāti Paoa Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address. Notice of the meeting shall also be inserted prominently on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Paoa reside. All such notices shall contain:

- (a) the date, time and place of the meeting;
- (b) an agenda of matters to be discussed at the meeting; and
- (c) details of where copies of any information to be laid before the meeting may be inspected.

13.4 Notice of special meetings

In addition to the annual general meeting of the Trust, the Trustees shall convene a special general meeting of the Trustees for the Members of Ngāti Paoa on the requisition of:

- (a) the Chairperson and Deputy Chairperson for the time being of the Trust; or

(b) the majority of the Trustees then in office; or

(c) 5% of the Adult Registered Members of Ngāti Paoa.

Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Trustees setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

13.5 Annual general meeting not limited to notified business

At the discretion of the chairperson of the meeting, any general business raised at the designated time for general business at any annual general meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting.

13.6 Special meeting limited to notified business

No business shall be transacted at any special general meeting other than the business expressly referred to in the notice calling that meeting.

13.7 Invalidation

The proceedings of a meeting are not invalidated by the accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by, a Member of Ngāti Paoa.

13.8 Deficiency of notice

Subject to *clause 13.6*, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if the deficiency or irregularity is not material.

13.9 Quorum

The quorum required for any annual or special general meeting of the Trust shall be 25 Adult Registered Members of Ngāti Paoa present in person, and one or more Trustees present in person. For the avoidance of doubt, if a Trustee is an Adult Registered Member of Ngāti Paoa he or she is entitled to vote.

13.10 Chairing of meetings

The Chairperson for the time being of the Trust will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one (1) of their number to substitute as the chairperson for that meeting.

13.11 Voting

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Registered Member of Ngāti Paoa present shall have one (1) vote. All resolutions except Special Resolutions require the approval of not less than

a majority of the Adult Registered Members of Ngāti Paoa who validly cast a vote. Voting may be by voice or on a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Registered Members to verify their eligibility by a process directed by the chairperson of the meeting. However, except as provided in *clauses 2.5, 13.1(e), 13.1(f) 13.2, 25.1, 26 and 27* and where Special Resolutions have been passed in accordance with the Fourth Schedule the Trustees shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Trust's Assets and carrying out the Trust's Purpose. The latest version of the Ngāti Paoa Register will be present at any annual or special general meetings.

13.12 Adjourned meetings

If after one (1) hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be re-convened seven (7) days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present after one hour from the time appointed for that adjourned meeting, the Adult Registered Members of Ngāti Paoa present will constitute a quorum.

13.13 Unruly meetings

If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason, adjourn the meeting or may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion and the meeting will be considered closed.

13.14 Minutes

The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every annual general meeting and special general meeting.

13.15 Minutes to be evidence of proceedings

Any minute of the proceedings at an annual general meeting or a special general meeting which is purported to be signed by the chairperson at that meeting shall be evidence of those proceedings.

13.16 Minutes to be evidence of proper conduct

Where minutes of an annual general meeting or a special general meeting have been made in accordance with this clause then, until the contrary is proven, the meeting shall be deemed to have been properly convened and its proceedings to have been conducted properly.

14. DISCLOSURE OF INTERESTS

14.1 Definition of interested Trustee

A Trustee will be interested in a matter if the Trustee:

- (a) is a party to, or will derive a material financial benefit from, that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trustees or any other member of the Ngāti Paoa Group;
- (d) is the parent, child, spouse, de facto or civil union partner of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

14.2 Disclosure of interest to other Trustees

A Trustee must forthwith, after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Trustees, disclose to his or her co-Trustees at a meeting of the Trustees:

- (a) if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or
- (b) if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

14.3 Recording of Interest

A disclosure of interest by a Trustee (and the nature and the extent or monetary value of that interest) shall be recorded in the minute book and the interest register of the Trust.

15. DEALINGS WITH "INTERESTED" TRUSTEES

- 15.1** An interested Trustee shall not take part in any deliberation or vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter.

16. PROHIBITION OF BENEFIT OR ADVANTAGE

- 16.1** In the carrying on of any business by any member of the Ngāti Paoa Group under this Deed, and in the exercise of any power authorising the remuneration of the Trustees, no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able by virtue of that capacity in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or amount of that benefit, advantage or income, or the circumstances in which

that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

17 DISCLOSURE OF TRUSTEE REMUNERATION ETC

17.1 The Trustees shall, in accordance with *clause 9.1*, show the amount of any remuneration paid to any Trustee or any Trustee's firm and the amount of any premiums paid out of the Trust's Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to *clause 20*.

18. ADVICE TO TRUSTEES

18.1 Trustees may rely on advice

The Trustees may, when exercising their powers or performing their duties, rely on reports, statements and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned; and
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence.

18.2 Trust may obtain a legal opinion

If the Trustees are in doubt over any matter relating to the management and administration of the Trust's Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a lawyer who has held a practising certificate for at least seven (7) years. The right to obtain and act upon a legal opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

19. LIABILITY OF TRUSTEES

19.1 A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows or should have known to be a breach of this Deed. In particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach.

20. INDEMNITY AND INSURANCE

20.1 Indemnity and insurance for Trustees

Any Trustee, officer or employee of the Trust may be indemnified or have their insurance costs met out of the Trust's Assets against any liability which he or she

incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust, where:

- (a) those proceedings do not arise out of any failure by the Trustee, officer or employee; and
- (b) he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the Trust's Purpose.

20.2 Indemnity and insurance costs to be just and equitable

All indemnities and insurance costs may only be provided to the extent that the Trustees in their discretion think just and equitable.

20.3 Indemnity and insurance re specific trusts

If any assets are held by the Trustees on any separate specific trust, then any Trustee, officer or employee of the Trust may in respect of proceedings brought in relation to that separate specific trust only be indemnified or have their insurance costs met out of those assets.

20.4 Record of decisions

All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting of the Trustees at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by them to be just and equitable.

21. NGĀTI PAOA NOT TO BE BROUGHT INTO DISREPUTE

21.1 Trustees not to bring into disrepute

No Trustee shall act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Paoa Group into disrepute. Examples of actions (or omissions):

- (a) a Trustee refusing to act when they should;
- (b) sustained absence of a Trustee without permission or reasonable excuse;
- (c) conviction of a serious dishonesty offence or an indictable offence; or
- (d) bankruptcy or being subject to a compulsory treatment order.

21.2 Directors not to bring into disrepute

The Trustees shall also ensure that Subsidiaries are established on terms which provide that the directors or trustees of any such Subsidiary are not to act in a manner which brings or is likely to bring the Trust or any member of the Ngāti Paoa Group into disrepute.

21.3 Trustee may be censured or removed

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any member of the Ngāti Paoa Group may, by a resolution passed by a

majority of not less than 75% of the other Trustees, be formally censured or removed from office.

21.4 Censure or removal to be notified

The censure or removal of a Trustee in accordance with this clause shall, together with reasons, be reported to the Members of Ngāti Paoa at the next annual general meeting of the Trust following such censure or removal.

21.5 Effect of Removal

A Trustee removed from office in accordance with *clause 21.3* shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than three (3) years following his or her removal.

Each of the Trustees grants a power of attorney in favour of the other Trustees to convey the Trust's Assets to the other Trustees and any replacement trustee in the event that the Trustee is removed from office under *clause 21.3*.

21.6 Replacement of Trustee

The removal of a Trustee in accordance with *clause 21.3* shall give rise to a casual vacancy which shall be filled in accordance with *rule 4.6* of the Second Schedule. The election process must take place within three (3) months of any removal of a Trustee in accordance with this clause.

22. GIFTS OR DONATIONS

22.1 Trustees may accept specific trusts

Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any property upon trust for the purpose of the Trust or for any specific purpose that comes within the Trust's Purpose. Such a trust may include any trust for the benefit of the Members of Ngāti Paoa or any of them. Any property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of that trust and shall not constitute part of the Trust's Assets.

22.2 Specific trusts to be separate

If the Trustees accept a trust for any specific purpose as outlined in *clause 22.1* above they must keep the property subject to such trust and any income derived from it separate from the Trust's Assets, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

22.3 Use of specific trust assets

The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trustees may hold, and the Trustees shall also not use the Trust's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

23. RECEIPTS FOR PAYMENTS

- 23.1** The receipt of payments by the Trustees signed by any person or persons authorised to give receipts on behalf of the Trustees shall be a complete discharge from the Trustees for that payment.

24. CUSTODIAN TRUSTEE

- 24.1** The Trustees may appoint or incorporate a Custodian Trustee and on any such appointment or incorporation the following provisions shall have effect:

- (a) The Trustees shall require the Custodian Trustee to sign this Deed agreeing to be bound by its terms;
- (b) The Trust's Assets may be vested in the Custodian Trustee as if the Custodian Trustee were sole Trustee;
- (c) The Custodian Trustee holds the title so vested in him or her or it on trust for the Trustees;
- (d) The management of the Trust's Assets and the exercise of all powers and discretions exercisable by the Trustees under this Deed shall remain vested in the Trustees as fully and effectively as if there were no Custodian Trustee;
- (e) The sole function of the Custodian Trustee shall be to hold the Trust's Assets property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trustees for which purpose the Custodian Trustee shall execute all such documents and perform all such acts as the Trustees in writing direct;
- (f) The Custodian Trustee shall not be liable for acting on any such direction provided that if the Custodian Trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the Custodian Trustee to any liability or is otherwise objectionable the Custodian Trustee may apply to the Court for directions and any order giving any such directions shall bind both the Custodian Trustee and the Trustees providing the Trustees are made parties to the proceeding;
- (g) The Custodian Trustee shall not be liable for any act or default on the part of any of the Trustees, provided the Custodian Trustee is not knowingly a participant in any wilful breach of trust by such Trustee(s);
- (h) All actions and proceedings touching or concerning the Trust's Assets may be brought or defended in the name of the Custodian Trustee at the written direction of the Trustees and, as between the Trustees and the Custodian Trustee, the Custodian Trustee shall not be liable for the costs and the Trustees shall indemnify the Custodian Trustee for such proceedings; and
- (i) No person dealing with the Custodian Trustee shall be concerned to enquire as to the concurrence or otherwise of the Trustees or be affected by notice of the fact that the Trustees have not concurred.

25. AMENDMENTS TO DEED

25.1 Special Resolution required

Subject to clause 25.2 and clause 25.3, all amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

25.2 Limitations on Amendment

No amendment shall be made to the Deed which:

- (a) changes the Trust's Purpose so that the Trustees are no longer required to act for the collective benefit of the present and future Members of Ngāti Paoa;
- (b) changes this *clause 25.2*;
- (c) changes *clause 27*;
- (d) changes the finally agreed definition of Member of Ngāti Paoa, Ngāti Paoa Ancestor, Ngāti Paoa Area of Interest, or Ngāti Paoa Claims after settlement legislation has been passed;
- (e) changes the requirement for a Special Resolution (as defined from time to time) in *clause 25.1*;
- (f) changes the membership and beneficiary of the Trust; and
- (g) changes *rule 3.1* of the Fourth Schedule relating to the voting threshold of 75% of the Adult Members of Ngāti Paoa.

25.3 Amendment to make definitions consistent with Deed of Settlement and Settlement Legislation

Notwithstanding any other provision in this Deed to the contrary, this Deed must be amended by the Trustees to make the definition of Member of Ngāti Paoa, Ngāti Paoa, Ngāti Paoa Ancestor or Ngāti Paoa Claims the same as that set out in the final Deed of Settlement and the Settlement Legislation. If the Deed is amended due to operation of this sub-clause a Special Resolution passed in accordance with the Fourth Schedule is not required.

25.4 Consideration of proposals

Every Adult Registered Member of Ngāti Paoa may put forward for consideration by the Trustees proposals for amendments to the Deed. Any proposal put forward under this *clause 25.4* must be in writing and addressed to the Chairperson at the registered office of the Trust. Any proposal put forward under this *clause 25.4* must be considered by the Trustees at their next available meeting. If the proposal for an amendment to the Deed complies with *clauses 25.2* and *25.4*, the Trustees must call a special general meeting to consider the proposal. If the Trustees do not discard the proposal in accordance with *clause 25.5* they may, in their discretion, discuss it at the next annual general meeting.

25.5 Proposals to be discarded

Where a proposal for amendments to the Deed does not comply with *clauses 25.2 and 26.4*, the Trustees may discard the proposal and the Trustees will not be required to call a special general meeting in accordance with the Fourth Schedule.

26. RESETTLEMENT

26.1 The Trustees have the power to settle or resettle any or all of the Trust's Assets upon trust in any manner in which, in the opinion of the Trustees is for the advancement or benefit of the present and future Members of Ngāti Paoa provided that the resettlement is approved by a Special Resolution.

27. TERMINATION OF TRUST BY MEMBERS

27.1 Subject to *clause 25.2*:

(a) the Trust established by this Deed may be terminated or dissolved if the Adult Registered Members of Ngāti Paoa have, by Special Resolution, resolved to do so; and

(b) on the termination or dissolution of this Trust under this clause, the Trust's Assets after the payment of costs, debts and liabilities shall be paid to another trust or entity that has been established for the benefit of the present and future Members of Ngāti Paoa as long as such payment does not offend against the rule against perpetuities to the extent such rule applies to this Trust.

28. PERPETUITIES AND VESTING DAY

28.1 The Vesting Day for the Trust is the day that is eighty years less one (1) day after the date of this Deed, that date being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly. On the Vesting Day, the Trustees shall hold the remaining capital and income of the Trust's Assets on trust for the Members of Ngāti Paoa then living as tenants in common in equal shares.

28.2 If the Settlement Act provides that the rule against perpetuities, and the other rules of law regulated by the Perpetuities Act 1964, are not to apply to the Trust, *clause 28(1)* shall be void.

29. ARCHIVING OF RECORDS

29.1 Records to be held for seven years

All minutes and other records of any proceedings of the Trustees and any Subsidiaries in the Ngāti Paoa Group shall be held by the Trust and those Subsidiaries for a period of seven (7) years.

29.2 Records to be archived

At the expiry of seven (7) years the Trustees shall archive the records of the Trust and the Subsidiaries in the Ngāti Paoa Group for such period as the Trustees consider necessary.

29.3 Records may be retained for longer

Notwithstanding *clauses* 29.1 and 29.2 the Trustees and any of the Subsidiaries within the Ngāti Paoa Group may hold on to any records for a period exceeding seven (7) years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trust or the Subsidiary to which the information relates.

30. DISPUTE RESOLUTION

30.1 Disputes

In the event that a dispute arises between:

- (a) any Members of Ngāti Paoa; or
- (b) the Trustees and any Members of Ngāti Paoa

regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and korero of Ngāti Paoa then that dispute shall be referred in first instance to the Trustees.

30.2 Notice of Dispute

All disputes referred to the Trustees in accordance with *clause* 30.1 shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

30.3 Reference of Dispute

If a dispute is not settled within 30 days of the receipt by the Trustees of written notice of the dispute in accordance with *clause* 30.2 then it shall be referred to a Disputes Committee constituted in accordance with *clause* 30.4 and 30.5.

30.4 Disputes Committee to be appointed as required

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute in question, and only after the expiry of the 30 day period referred to in *clause* 30.3.

30.5 Appointment and composition of Disputes Committee

A Disputes Committee shall comprise three members who shall be appointed by the Trust as follows:

- (a) One (1) independent (non-Ngāti Paoa) member nominated by the President from time to time of the Auckland District Law Society or his or her nominee, such member to be a barrister or solicitor with seven (7) or more years experience, to act as the chair of the Disputes Committee; and
- (b) Two Adult Registered Members of Ngāti Paoa appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such members cannot also be Trustees or employees of the Trust.

30.6 Role of Disputes Committee

The role of a Disputes Committee shall be to facilitate and make findings and decisions on the disputes referred to it.

30.7 Deliberations of Disputes Committee

In dealing with any dispute a Disputes Committee shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with. The findings and decisions of a Disputes Committee shall be final and binding on the parties.

30.8 Disputes Committee May convene hui

In facilitating the resolution of any dispute a Disputes Committee may convene a general meeting of Ngāti Paoa in order to discuss the matters that are in dispute.

30.9 Hui to meet notice requirements

Any general meeting called by a Disputes Committee in order to try to settle any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of Ngāti Paoa as set out in this Deed.

30.10 Notification of Outcome

A Disputes Committee shall give its findings and decision, together with the reasons therefore, in writing to the Trustees and any other party to the dispute.

31. REVIEW OF TRUST DEED

31.1 Review of trust deed

The Trustees shall, within four (4) years of the Settlement Date, initiate a review of the terms and operation of this Deed and, in particular, shall review the arrangements relating to the election of Trustees and all other aspects of the representation of Ngāti Paoa by the Trust.

31.2 Deed review process

In conducting this review the Trustees shall engage and consult with Ngāti Paoa in order to seek the views of Ngāti Paoa on the terms and operation of this Deed and, in particular, the arrangements relating to the election of Trustees and all other aspects of the representation of Ngāti Paoa by the Trust and shall have regard to the tikanga of Ngāti Paoa.

31.3 Review to be independently facilitated

The process of engagement and consultation required by *clause 31.2* shall be undertaken by an independent facilitator appointed by the Trustees. The role of independent facilitator shall be to:

- (a) liaise with the Trustees in the preparation of any discussion materials to be distributed to Ngāti Paoa;
- (b) facilitate any hui;
- (c) receive, compile and review any written submissions received from Ngāti Paoa; and
- (d) make recommendations to the Trustees as to the amendments that should be made to the Deed as a consequence of the information received from the process of engagement and consultation.

31.4 Outcome of review

Following the completion of the review and consideration by the Trustees of the report made by the independent facilitator in accordance with *clause 31.3*, the Trustees shall recommend amendments (if any) to this Deed and seek the approval of those amendments by Special Resolution in accordance with the Fourth Schedule.

32. FISHERIES SETTLEMENT ASSETS

32.1 Definitions

For the purposes of this *clause 32*:

"Annual Catch Entitlement" has the meaning given to it in section 2(1) of the Fisheries Act 1996;

"Aquaculture Activity" has the meaning given to it in section 2(1) of the Resource Management Act 1991;

"Aquaculture Settlement Assets" means "Settlement Assets" under the Maori Commercial Aquaculture Claims Settlement Act 2004;

"Asset Holding Company" means:

- (a) a Subsidiary;
- (b) a company, which for the time being meets the requirements for an Asset Holding Company under the Maori Fisheries Act 2004 including but without limitation, the requirement that the Asset Holding Company pay all dividends solely to the Trust;
- (c) a company that holds the Fisheries Settlement Assets on behalf of the Trust; and
- (d) includes any subsidiary of the Asset Holding Company;

"Commercial Aquaculture Activities" means any Aquaculture Activity undertaken for the purpose of sale;

"Fisheries Settlement Assets" means Income Shares, Settlement Quota and Aquaculture Settlement Assets received by the Trust from either Te Ohu Kai Moana Trustee Limited or as otherwise acquired under the Legislation;

"Fishing Enterprise" means:

- (a) a Subsidiary established for the purpose of utilising the Annual Catch Entitlement from the Settlement Quota; and
- (b) includes any subsidiary of the Fishing Enterprise;

"Hauraki Iwi" has the same meaning given to it in the Pare Hauraki Fishing Trust Deed;

"Income Shares" means income shares within the meaning of the Maori Fisheries Act 2004 that is held by the Asset Holding Company on behalf of Ngāti Paoa;

"Iwi Aquaculture Organisation" has the meaning given to it in the Maori Commercial Aquaculture Claims Settlement Act 2004;

"Legislation" means the Maori Fisheries Act 2004 and the Maori Commercial Aquaculture Claims Settlement Act 2004;

"Mandated Iwi Organisation" has the meaning given to it in the Maori Fisheries Act 2004;

"Pare Hauraki Fishing Trust" means the joint mandated iwi organisation (as defined in the Maori Fisheries Act 2004) that was recognised by Te Ohu Kai Moana Trustee Limited as such in March 2009;

"Pare Hauraki Fishing Trust Deed" means the deed of trust establishing the Pare Hauraki Fishing Trust circa 2006; and

"Settlement Quota" has the meaning given to it by the Maori Fisheries Act 2004.

32.2 Maori Fisheries Act 2004

Pursuant to the Legislation, Fisheries Settlement Assets of Ngāti Paoa are beneficially held and managed by the Pare Hauraki Fishing Trust. These assets are held by the Pare Hauraki Fishing Trust as part of the collective fisheries assets of the Hauraki Iwi. The Legislation contemplates and the Pare Hauraki Fishing Trust Deed provides, for Ngāti Paoa to withdraw its Fisheries Settlement Assets and transfer these assets to its own Mandated Iwi Organisation. In the event that Ngāti Paoa chooses to withdraw it is intended that the Trust will become the Mandated Iwi Organisation for Ngāti Paoa.

32.3 Withdrawal from the Pare Hauraki Fishing Trust

If Ngāti Paoa chooses to withdraw from the Pare Hauraki Fishing Trust in accordance with the provisions of the Maori Fisheries Act 2004 upon completion of the withdrawing process (and if necessary once this process has commenced) the provisions of this *clause* 32 shall apply.

32.4 Mandated Iwi Organisation

The Trust shall act as the Mandated Iwi Organisation and Iwi Aquaculture Organisation for Ngāti Paoa for the purposes of the Legislation.

32.5 Asset Holding Company

The Trust shall have an Asset Holding Company, which shall hold on behalf of the Trust, the Fisheries Settlement Assets. The Asset Holding Company will be a Subsidiary and will in addition to this clause comply with the provisions of this Deed as they relate to Subsidiaries.

32.6 Strategic Governance

The Trust must, to the extent that is practically possible, exercise strategic governance over any Asset Holding Company any Fishing Enterprise and any joint venture that involves Fisheries Settlement Assets.

32.7 Subsidiaries of Asset Holding Company

The Asset Holding Company may establish one or more subsidiaries to be a subsidiary Asset Holding Company and transfer to that subsidiary some or all of the Fisheries Settlement Assets the Asset Holding Company receives. Any such subsidiary must be wholly owned and controlled by the Asset Holding Company and provide any dividends solely to the Asset Holding Company.

32.8 Fishing Enterprise

If the Trust wishes to have its own fishing operation, utilising Annual Catch Entitlement from its Settlement Quota to harvest, process, or market fish, or to be involved in a joint venture for these purposes, the Trust must establish a Fishing Enterprise separate from, but responsible to the Trust to undertake these operations. The Fishing Enterprise must be a separate entity from any Asset Holding Company.

32.9 Directors and Trustees of Fishing Enterprise and Asset Holding Company

No more than 40% of the directors or trustees of any Fishing Enterprise or Asset Holding Company can be the Trustees then in office.

32.10 Disposal of Fisheries Settlement Assets

Any proposal in relation to the disposal of Income Shares pursuant to section 70 of the Maori Fisheries Act 2004 or in relation to the disposal of Settlement Quota pursuant to sections 159, 162, or 172 of the Maori Fisheries Act 2004 or in relation to the disposal of authorisations or coastal permits pursuant to section 50 of the Maori Commercial Aquaculture Claims Settlement Act 2004, may only proceed if a Special Resolution has been passed in accordance with the Fourth Schedule.

32.11 Undertaking Commercial Aquaculture Activities

The Trust must not undertake Commercial Aquaculture Activities except through a separate enterprise that is responsible to the Trust.

32.12 Annual General Meeting

At the annual general meeting the trustees will present any proposed amendments to the constitution of any Asset Holding Company.

32.13 Annual Report of the Trust

Any annual report prepared by the Trust must include:

- (a) a report giving information of the sales and exchanges of Settlement Quota in the previous year including:

- (i) the quantity of Settlement Quota held by the Asset Holding Company;
 - (ii) the value of the Settlement Quota sold or exchanged;
 - (iii) the identity of the purchaser or other party to the exchange;
 - (iv) any transaction with Settlement Quota that has resulted in a registered interest by way of a caveat or mortgage placed over the Settlement Quota;
 - (v) the Settlement Quota interests that have been registered against the Settlement Quota shares; and
 - (vi) the value of any Income Shares sold, exchanged or otherwise acquired;
- (b) a report on the interactions of the Trust in fisheries matters with:
- (i) other entities within the Ngāti Paoa Group;
 - (ii) other mandated iwi organisations; and
 - (iii) Te Ohu Kai Moana Trustee Limited; and
- (c) a report on any changes to the Trust Deed or the constitution of any Asset Holding Company.

32.14 Annual Plan of the Trust

Any annual plan prepared by the Trust must include:

- (a) the Trust's policy in respect of sales and exchanges of Settlement Quota; and
- (b) any proposed changes to the constitutional documents of any Asset Holding Company.

32.15 Annual Report of Asset Holding Company

Any annual report of any Asset Holding Company must include:

- (a) the investment of money of that Asset Holding Company or any of its subsidiaries;
- (b) the key strategies for the use and development of the Settlement Quota and Income Shares;
- (c) the expected financial return on the Settlement Quota and Income Shares; and
- (d) any programme to:
 - (i) manage the sale of Annual Catch Entitlements; and
 - (ii) reorganise the Settlement Quota as by buying and selling settlement quota in accordance with the Maori Fisheries Act 2004.

32.16 Dispute Resolution

If a dispute arises as defined in section 180(1)(m) of the Maori Fisheries Act 2004 or as defined in section 52(7) of the Maori Commercial Aquaculture Claims Settlement Act 2004 the dispute will be determined in accordance with the Legislation. For the purposes of the Legislation, the disputes procedure contained in *clause 30* shall be

deemed to constitute the process for resolving the dispute that is required pursuant to section 181(1) of the Maori Fisheries Act 2004 and that is required pursuant to section 53 of the Maori Commercial Aquaculture Claims Settlement Act 2004.

32.17 Amendments to provisions required by the Maori Fisheries Act 2004

Any amendment to this Trust Deed must not be inconsistent with the Maori Fisheries Act 2004 and no amendment may be made to this Trust Deed until two years has passed since the Trust was recognised by Te Ohu Kai Moana Trustee Limited.

32.18 Resettlement

Any resettlement of any of the Fisheries Settlement Assets must be done in accordance with the Legislation.

FIRST SCHEDULE

NGĀTI PAOA MEMBERSHIP REGISTER

1. TRUST TO KEEP REGISTER

1.1 Trust to maintain register

The Trustees shall administer and maintain the Ngāti Paoa Register which is a register of Members of Ngāti Paoa.

1.2 Register to comply with this Schedule

The Ngāti Paoa Register shall be maintained in accordance with the rules and procedures set out in this Schedule.

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details

The Ngāti Paoa Register shall record in it the full names, dates of birth, postal addresses and email addresses of Members of Ngāti Paoa.

2.2 Beneficiary Registration Number

The Trustees will allocate a beneficiary identification number to each Adult Registered Member of Ngāti Paoa on the Register. The Trustees will, immediately after allocation, notify the relevant Adult Registered Member of Ngāti Paoa of his or her beneficiary identification number.

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications

All applications for registration as a Member of Ngāti Paoa must be made in writing to the Trustees in the application form approved from time to time by the Trustees. The application must contain:

- (a) the full name, date of birth and postal address of the applicant;
- (b) the whakapapa (genealogical connections) through which the applicant claims affiliation to Ngāti Paoa; and
- (c) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Ngāti Paoa.

3.2 Applications to be made by

An application for registration as a Member of Ngāti Paoa may be made by:

- (a) Members of Ngāti Paoa who are 18 years of age or older, on their own behalf or by their legal guardian;

- (b) other Members of Ngāti Paoa who are under the age of 18 years, by their parent or legal guardian on their behalf.

4. DECISIONS AS TO MEMBERSHIP

4.1 Membership Validation Committee to be established

The Trustees shall establish a Membership Validation Committee to make decisions on all applications made pursuant to *rule 3.1* of this Schedule for registration as a Member of Ngāti Paoa.

4.2 Composition of Membership Validation Committee

The Membership Validation Committee shall comprise not less than three (3) and not more than five (5) Adult Registered Members of Ngāti Paoa, appointed by the Trustees from time to time, with the expertise and knowledge of Ngāti Paoa whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Paoa whakapapa may be appointed to the Membership Validation Committee.

4.3 Consideration of applications

All applications for membership pursuant to *rule 3.1* of this Schedule together with any supporting evidence shall be forwarded by the Trustees to the Membership Validation Committee.

4.4 Decisions to be made on applications

Upon receipt of an application for membership in accordance with *rule 3.1* of this Schedule the Membership Validation Committee shall consider the application and shall make a decision as to whether or not the applicant should be registered as a Member of Ngāti Paoa.

4.5 Successful applicants to be notified and registered

In the event that the Membership Validation Committee decides that the application should be accepted then such decision shall be notified in writing to the Trustees, which shall in turn notify the applicant and enter the applicant's name and other relevant details (including beneficiary identification number in accordance with *rule 2.2* of this Schedule) in the appropriate part of the Ngāti Paoa Register.

4.6 Notification to unsuccessful applicants

In the event that the Membership Validation Committee decides to decline the application then such decision shall be conveyed in writing to the Trustees together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons given for the decision.

4.7 Unsuccessful applicant may reapply

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Membership Validation Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial

or, if more than one (1), any previous application) as to the applicant's status as a Member of Ngāti Paoa.

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies

The Trustees shall take such steps and institute such policies as are necessary to ensure that the Ngāti Paoa Register is maintained in a condition that is as up to date, accurate and complete as possible in recording Members of Ngāti Paoa.

5.2 Assistance in identifying membership

In maintaining the Ngāti Paoa Register the Trustees shall include in the policies that it develops policies for assisting in the identification and registration of those Members of Ngāti Paoa who are not for the time being on the Ngāti Paoa Register. Such policies shall include policies as to the nature of the assistance that the Trustees will provide to those persons who believe that they are Members of Ngāti Paoa but for whatever reason are not able to establish such membership.

5.3 Responsibility of Members of Ngāti Paoa

Notwithstanding rule 1.1 of this Schedule it shall be the responsibility of each person who is a Member of Ngāti Paoa (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name is included in the Ngāti Paoa Register and that his or her full postal address for the time being is provided and updated. Any Member of Ngāti Paoa may choose to terminate their registration of membership of Ngāti Paoa, by notifying the Trustees in writing.

5.4 Consequences of registration

Registration of any person on the Ngāti Paoa Register as a Member of Ngāti Paoa shall be conclusive evidence of that person's status as a Member of Ngāti Paoa.

SECOND SCHEDULE

ELECTIONS OF TRUSTEES

1. PROCEDURE

1.1 This Schedule to apply

The Trustees shall be appointed in accordance with the rules and procedures set out in this Schedule.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Nominee to be registered

To be elected as a Trustee a nominee must, as at the closing date for nominations, be recorded in the Ngāti Paoa Register as an Adult Registered Member of Ngāti Paoa and be eligible in accordance with *rule 6.7* of this Schedule.

2.2 Trustees Roles

A Trustee may not hold the position of Chief Executive nor be an employee of, nor a contractor to, any entity or trust in the Ngāti Paoa Group.

2.3 Trustees may be directors or trustees

Subject to *clause 6.2*, a Trustee may be a director or a trustee of a Subsidiary.

2.4 Number of Trustees to be Limited

There shall be no less than five (5) and no more than seven (7) Trustees.

3. ELECTION OF TRUSTEES

3.1. Election of Trustees

The Adult Registered Members of Ngāti Paoa listed in the Ngāti Paoa Register shall be entitled to elect the Trustees in accordance with the rules for elections as set out in this Schedule.

3.2. Candidates

The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. Trustees must represent the interests of all Members of Ngāti Paoa irrespective of whanau affiliations. If there is an equal number of votes for the last available position, then the successful candidate will be decided by the drawing of lots.

4. TERM OF OFFICE

4.1 Term of office

Subject to *rule 4.2* and *rule 4.3* of this Schedule the Trustees from time to time shall hold office for a term of three (3) years.

4.2 Retirement of initial Trustees and Election of Establishment Trustees

As at the date of the annual general meeting of the Trust in the 2019/2020 Income Year, the Initial Trustees shall retire and an election shall be held for seven (7) Establishment Trustee positions.

4.3 Retirement of Establishment Trustees

Elections must be held to replace the Establishment Trustees as at the date of the annual general meeting of the Trust in the third Income Year following their election.

4.4 Review of Trustee Election process

If because of a review of the election of a Trustee's replacement under *rule 13* of this Schedule the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.

4.5 Eligibility of retiring Trustees

Retiring Trustees shall be eligible for re-election.

4.6 Casual vacancies

Should:

- (a) there be no person elected to replace a Trustee following that Trustee's retirement;
or
- (b) any casual vacancy arise prior to the expiry of any Trustee's term of office; and
- (c) the term to run for that vacant position in either *rules 4.6(a)* and *4.6(b)* exceeds six months;

then that vacancy shall be filled by the holding of a further election in accordance with this Schedule.

4.7 Term of casual appointments

In the case of an appointment made pursuant to *rule 4.6* of this Schedule the Trustee thereby appointed shall, as the case may be, hold office:

- (a) In the case of a Trustee appointed pursuant to *rule 4.6(a)* of this Schedule, for the same term as that Trustee would have been appointed had he or she been appointed, immediately following the retirement of the previous Trustee, under *rule 4.3* of this Schedule; or
- (b) In the case of a Trustee appointed pursuant to *rule 4.6(b)* of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

5. TIMING OF ELECTIONS

- 5.1** The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under *rule 4.6* of this Schedule or to the extent that any review under *rule 13* of this Schedule has been sought in respect of an election, be concluded by the time of the annual general meeting of the Trust in that Income Year.

6. MAKING OF NOMINATIONS

6.1 Calling for nominations

The Trustees shall give notice calling for nominations for those Trustee positions for which elections are required at least 3 months before the annual general meeting of the Trust for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with *rule 5* of this Schedule. Such notice shall specify the method of making nominations, the requirement in *rule 2.1* of this Schedule in terms of Trustee eligibility and the latest date by which nominations must be made and lodged with the Trustees or such other person as the notice directs.

6.2 Timing for nominations

All nominations must be lodged with the Trustees no later than 21 days following the date upon which the notice calling for nominations is first given.

6.3 Form of notice

All notices given under this rule shall be given by:

- (a) post (including by electronic form where available) to all Adult Registered Members of Ngāti Paoa at the last address shown for such adult Registered Member of Ngāti Paoa on the Ngāti Paoa Register and to any other Member of Ngāti Paoa 18 years of age or over who has made a written request for a notice. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address; and

(b) inserting a prominent advertisement on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Paoa reside; and

(c) such other means as the Trustees may determine.

6.4 Inclusion of invitation to register

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Ngāti Paoa Register, and shall set out the date upon which a registration must be received for the applicant, if successful, to be eligible to vote in the notified election, being the same date as that fixed as the latest date for making and lodging nominations.

6.5 Nomination to be in writing

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than three (3) Adult Registered Members.

6.6 Consent of nominee

The consent of each candidate to his or her nomination shall be endorsed on the nomination paper, provided that a candidate may at any time, by notice to the Trustees, withdraw his or her nomination.

6.7 Eligibility for nomination

Notwithstanding the foregoing rules of this Schedule, an Adult Registered Member of Ngāti Paoa shall not be eligible for nomination as a candidate for election as a Trustee if he or she:

- (a) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (b) is bankrupt or has made any composition or arrangement with his or her creditors;
- (c) has been convicted of an indictable offence (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- (d) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or is subject to a care and protection order under the Protection of Personal and Property Rights Act 1988;
- (e) has within the last three (3) years been removed from the office of Trustee in accordance with *clause 21.3*.

7. HOLDING OF ELECTIONS

7.1 Mode of Voting at Elections

Subject to *rule 7.3* of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may be delivered to the Chief Returning Officer by post or by electronic form where available. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees. Where there is an equal number of votes for the last trustee position the decision as to the successful candidate shall be made by the drawing of lots.

7.2 No elections where nominees equal vacancies

In the event that the total number of nominations of Trustees is less than or equal to the total number of vacancies, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

7.3 Adult Members to vote in elections

Each Adult Member of Ngāti Paoa is eligible to vote in an election, provided that:

- (a) each such Adult Member of Ngāti Paoa will only be eligible to cast one vote in an election listing their preferred Trustees up to the number of Trustee positions to be filled in an election; and
- (b) each such Adult Member of Ngāti Paoa must, at the last day of voting, either be recorded in the Ngāti Paoa Register as an Adult Registered Member of Ngāti Paoa or have completed and sent with their voting form an application form for registration which complies with *rule 3.1* of the First Schedule.

8. NOTICE OF ELECTIONS

8.1 Notice to be given

Immediately after the closing date for nominations, the Trustees shall, where an election is required, fix a closing date for the election (being the last day upon which a vote may be validly cast in the election).

8.2 Period of notice

The Trust shall give not less than 28 days notice of the closing date for the elections and the method by which votes may be cast as set out in *rule 7.1* of this Schedule.

8.3 Method of giving notice

Notice under *rule 8.2* of this Schedule shall be given by:

- (a) post (including by electronic form where available) to all Adult Registered Members of Ngāti Paoa at the last address shown for such Adult Registered Member of Ngāti Paoa on the Ngāti Paoa Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address;
- (b) inserting a prominent advertisement on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Paoa reside;

(c) such other means as the Trustees may determine.

8.4 General content of notices

Every notice given in accordance with *rule 8.3(a) and (b)* of this Schedule shall contain:

- (a) a list of the nominees for election as Trustees; and
- (b) the mode by which votes may be cast as set out in *rule 7.1* of this Schedule.

8.5 Additional content of notice

Each notice given in accordance with *rule 8.3(a)* of this Schedule shall also contain:

- (a) a voting form that complies with *rule 9.1* of this Schedule; and
- (b) details of the procedure to be followed in making a vote by post or by electronic form, including the date by which the voting form must be received by the Chief Returning Officer.

8.6 Additional information in other notices

Each notice given in accordance with *rule 8.3(b) and (c)* of this Schedule shall also give details about how voting forms may be obtained.

9. POSTAL VOTING

9.1 Other details to accompany vote

Each voting form must contain information that is sufficient to identify the voter and the voting documents issued to that voter.

9.2 Timing of postal votes

Votes must be made no later than the closing date for the election of the Trustees to which the postal vote relates. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

10. APPOINTMENT OF CHIEF RETURNING OFFICER

10.1 Appointment of Chief Returning Officer

For the purposes of elections the Trustees shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the provisions of this Deed setting out the powers and duties of the Chief Returning Officer. The Chief Returning Officer shall be responsible for co-ordinating Trustee elections.

10.2 Chief Returning Officer to receive voting forms

All voting forms must be addressed to the Chief Returning Officer.

10.3 Only one vote to be cast

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member of Ngāti Paoa.

10.4 Provisional votes

Where an Adult Member of Ngāti Paoa is not also an Adult Registered Member of Ngāti Paoa and has voted in accordance with rule 7.3(b) of this Schedule:

- (a) such vote is provisional until such time as the application form for registration as an Adult Registered Member of Ngāti Paoa is approved by the Membership Validation Committee as set out in the First Schedule; and
- (b) where the application form for registration as an Adult Registered Member of Ngāti Paoa is declined in accordance with the First Schedule, the said vote will be invalidated.

10.5 Recording of votes

A record shall be kept by the Chief Returning Officer of all votes received.

11. COUNTING OF VOTES

11.1 All votes to be counted

Upon the expiry of the date for the receipt of postal votes, the Chief Returning Officer shall record and count all votes validly cast.

11.2 Certification and notifying election result

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to the Trustees. The Trustees shall thereafter advise the candidates of the result and give notice of the same at the annual general meeting of the Trust in accordance with *clause 13.1(d)*. The candidates in each election who receive the highest number of valid votes for the relevant vacancies will be elected as Trustees.

11.3 Provisional Votes

Where, in respect of any election, one or more Provisional Votes has been cast:

- (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the election, the Chief Returning Officer may not certify the result of the election until the validity of the Provisional Votes has been confirmed pursuant to *rule 10.4(a)* of this Schedule and any valid Provisional Vote has been counted;
- (b) if the validity or otherwise of the Provisional Votes will not affect the result of the election, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to *rule 10.4(a)* of this Schedule and the Provisional Votes have not been counted.

12. RETENTION OF ELECTION RECORDS

12.1 Compiling and sealing voting records

The Chief Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The Chief Returning Officer shall endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election. The Chief Returning Officer shall then sign the endorsement and forward the sealed packet to the Trustees.

12.2 Retention and disposal of packets

Subject to *rule 14.1(b)* of this Schedule the sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trustees for a period of one (1) year from the closing date for making votes in the election to which the packet relates. At the expiry of that one (1) year period the packets shall be destroyed unopened.

13. REVIEW OF ELECTION RESULTS

13.1 Candidates may seek review

Any candidate may, within 14 days after the certification of the election result and the giving of notice by the Trust in respect of that election, seek a review of that election.

13.2 Appointment of Electoral Review Officer

For the purposes of carrying out reviews in respect of any election the Trustees shall ensure that an Electoral Review Officer is appointed. The Election Review Officer shall be the person nominated from time to time by the President of the Auckland District Law Society or his or her nominee.

13.3 Electoral Review Officer to conduct reviews

All reviews shall be carried out by the Electoral Review Officer from time to time.

13.4 Form of request for review

All applications for a review shall be submitted to the Trustees and:

- (a) shall be in writing;
- (b) shall set out the grounds for the review, which grounds shall be set out with sufficient particularity to enable the Electoral Review Officer to ascertain precisely the basis upon which the review is being sought; and
- (c) shall be accompanied by any evidence that the applicant for review has to substantiate the grounds given in the application.

13.5 Service of application on other candidates

The application for review and any accompanying evidence shall also be served by the candidate referred to in *rule 13.1* of this Schedule upon all other candidates in the

election to which the review relates, either at the same time, or as close thereto as is possible, as the review application is lodged with the Trustees.

13.6 Costs

Upon making an application for review the applicant shall also lodge with the Trustees the sum of \$500 in lieu of the costs of undertaking the review. That sum shall be held by the Trustees pending the outcome of the review application. If the application is successful, then the \$500 shall be refunded to the applicant, otherwise it shall be used to off-set the costs of the review.

14. CONDUCT OF REVIEW

14.1 Notification of Electoral Review Officer

Upon the receipt of an application for review the Trustees shall notify the Electoral Review Officer and provide to him or her:

- (a) a copy of the application and any accompanying evidence; and
- (b) the sealed packet of voting forms and other voting documents received from the Chief Returning Officer for that election.

14.2 Electoral Review Officer to exercise wide powers

Subject to compliance by the Electoral Review Officer with the rules of natural justice, the Electoral Review Officer shall have the power to inquire into and decide upon any matter relating to a review in such manner as he or she thinks fit and may in particular seek such further evidence or reports as he or she deems necessary including any reports or evidence from the Chief Returning Officer for the relevant election.

14.3 Electoral Review Officer to be guided by substantial merits

In reaching his or her conclusion on any review, the Electoral Review Officer shall be guided by the substantial merits of the application without regard to legal forms or technicalities, including any technical defect in complying with the requirements of this Deed, the intention being that no election shall be declared invalid by reason of such technical defect if the Electoral Review Officer is satisfied that the election was so conducted as to be substantially in compliance with the requirements of this Deed and that such defect did not materially affect the result of the election.

14.4 Certification of result of review

At the conclusion of the Electoral Review Officer's consideration of the review, he or she shall determine whether the successful candidate, or any other candidate, was duly elected, or whether the election was void and should be conducted again, and shall forthwith certify his or her decision with reasons to the Trustees. The Trustees shall then give notice of the result of the review and advise the candidates of the outcome.

14.5 Decision to be final

All decisions of the Electoral Review Officer shall be final (noting that the right to seek judicial review in the High Court is always available).

15. TERMINATION OF OFFICE OF TRUSTEES

15.1 Termination of office of Trustees

Notwithstanding the foregoing rules of this Schedule, a Trustee shall cease to hold office if he or she:

- (a) retires from office by giving written notice to the Trustees or dies;
- (b) completes his or her term of office and is not reappointed;
- (c) refuses to act;
- (d) is absent without leave from three (3) consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (e) is convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993;
- (f) is bankrupt or makes any composition or arrangement with his or her creditors;
- (g) is convicted of an indictable offence; or
- (h) becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (i) is removed from the office of Trustee in accordance with *clause 21.3*.

16. RECORD OF CHANGES OF TRUSTEES

16.1 Record of changes of Trustees

Upon the notification of every appointment, retirement, re-appointment or termination of office of any Trustee, the Trustees will ensure that an entry is made in the minute book of the Trust to that effect.

THIRD SCHEDULE

PROCEEDINGS OF TRUSTEE MEETINGS

1. TRUSTEES TO REGULATE MEETINGS

- 1.1** The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any five (5) Trustees may at any time by notice in writing to the Trustees summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene such meeting.

2. NOTICE OF MEETING

2.1 Notice to Trustees

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least seven (7) days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustee for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Content of notice

Every notice of a meeting shall state the place, day and time of the meeting, and the agenda of the meeting.

2.3 Waiver of notice

The requirement for notice of a meeting may be waived if all the Trustees who are at the time entitled to receive notice of the meeting give their written consent to such a waiver prior to or at the meeting.

2.4 Meeting limited to notified business

Subject to *rule 2.3* of this Schedule, no business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting.

2.5 Deficiency of notice

Subject to *rule 2.4* of this Schedule, no deficiency in the giving of notice for any meeting of Trustees shall otherwise invalidate such meeting or the proceedings at such meeting.

3. QUORUM

- 3.1** Five (5) Trustees then in office shall constitute a quorum at meetings of the Trustees.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to appoint

At the first meeting of the Trustees following an election, the Trustees shall appoint one (1) of their number to be Chairperson, and (at their discretion) one to be Deputy Chairperson.

4.2 Voting on appointment

Where there is more than one candidate for Chairperson (or as the case may be Deputy Chairperson) then a vote will be taken and the person receiving the most votes in favour of his or her appointment will become Chairperson (or Deputy Chairperson).

4.3 Termination of office

The Chairperson (or Deputy Chairperson) will cease to hold office after an election of Trustees, in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office by the Trustees passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further appointment in accordance with *rule 4.1* of this Schedule shall be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote

Unless stated otherwise in this Deed, questions arising at any meeting of Trustees shall be decided by a majority of votes of Trustees present at a validly called meeting. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

5.2 Chairperson

The Chairperson shall take the chair at all meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Trustees present shall elect one (1) of their number to be chairperson of the meeting.

5.3 Vacancies

The Trustees may act notwithstanding any vacancy or vacancies in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election of new Trustees to fill any vacancy or vacancies, and for no other purpose.

5.4 Defects of appointment

All acts done by any meeting of the Trustees or of any committee appointed under *rule 6.1* of this Schedule shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any

committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

5.5 Unruly meetings

If any meeting of Trustees becomes so unruly or disorderly that, in the opinion of the chairperson of the meeting, the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason, adjourn the meeting or may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without discussion.

6. APPOINTMENT OF COMMITTEES BY TRUSTEES

6.1 Trustees may appoint committees

The Trustees may from time to time as they think expedient appoint one (1) or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct, but such terms to include as a minimum a requirement that the committee act in accordance with *rules 6.2 and 6.3* of this schedule, and any committee so appointed may co-opt, for the purposes of consultation and advice, persons who are not Trustees, provided that a Trustee shall chair any such committee.

6.2 Committees to report to Trustees

All committees appointed under *rule 6.1* of this Schedule shall report to the Trustees in respect of their activities and such reports shall, unless a direction is made to the contrary by the Trustees:

(a) be provided on a monthly basis; and

(b) contain details of the activities of the committee since the last such report.

6.3 Regulation of procedure by committees

Subject to these rules and the provisions of this Deed, any committee established by the Trustees may co-opt any person to be a member of that committee and otherwise regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee.

7. WRITTEN RESOLUTIONS

7.1 A written resolution signed by all the Trustees shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one (1) or more of the Trustees.

8. MINUTES

8.1 Minutes to be kept

The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.

8.2 Minutes to be evidence of proceedings

Any minute of the proceedings at a meeting which is purported to be signed by the chairperson of that meeting shall be evidence of those proceedings.

8.3 Minutes to be evidence of proper conduct

Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

9. TELECONFERENCE MEETINGS

9.1 For the purposes of these rules a teleconference meeting between a number of Trustees or committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these rules relating to meetings shall apply to teleconference meetings so long as the following conditions are met:

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a teleconference meeting and to be linked for the purposes of such a meeting. Notice of a teleconference meeting may be given on the telephone;
- (b) throughout the teleconference meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the teleconference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the teleconference meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent;
- (e) a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the teleconference meeting unless he or she leaves the meeting with the chairperson's express consent; and
- (f) a minute of the proceedings at a teleconference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting.

FOURTH SCHEDULE

PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with *clause 2.5*; or
- (b) amend this Deed in accordance with *clause 25*; or
- (c) approve a resettlement in accordance with *clause 26*; or
- (d) terminate the Trust in accordance with *clause 27*;

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

2.1 Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the special general meeting held for the purpose of considering the Special Resolution, or by post.

3 VOTING

3.1 In order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Members of Ngāti Paoa who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

4. SPECIAL GENERAL MEETING REQUIRED

4.1 A special general meeting must be called for the purposes of considering one or more Special Resolutions. No other business may be transacted at such special general meeting.

5. NOTICE

5.1 Notice of special general meeting

The Trustees shall give not less than twenty-one (21) days notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the special general meeting shall be given in the same notice).

5.2 Method of giving notice

Notice of a special general meeting called for the purposes of considering a Special Resolution shall be given by:

- (a) post (including by electronic form where available) to all Adult Registered Members of Ngāti Paoa at the last address shown for each such Adult Registered Member of Ngāti Paoa on the Ngāti Paoa Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address; and
- (b) inserting a prominent advertisement on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Paoa reside;
- (c) such other means as the Trustees may determine.

5.3 Content of notice to members

All notices given in accordance with *rule 5.2(a)* of this Schedule shall contain:

- (a) the date, time and place of the special general meeting called for the purposes of considering the Special Resolution;
- (b) details of the proposed Special Resolution;
- (c) details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- (d) details of the procedure to be followed in making a postal vote or a vote by electronic means where available, including the date voting closes;
- (e) a statement that postal votes may either be delivered to the Chief Returning Officer at the special general meeting, or posted or by electronic means; and
- (f) a voting form. The voting form can be sent via postal voting and electronic means. If the voting form is sent via electronic means the voting form must also contain sufficient information to verify the voter and the voting documents issued to that voter pursuant to *rule 6.1* of this Schedule.

5.4 Content of advertisement

All advertisements published in accordance with *rule 5.2(b)* of this Schedule shall contain the matters referred in *rule 5.3(a)* and *5.3(b)* of this Schedule together with details of how and where any further information can be obtained.

6. POSTAL VOTING

6.1 Other details to accompany vote

Each voting form must contain sufficient information to identify the voter and the voting documents issued to that voter.

6.2 Timing of Postal Votes

Votes must be cast no later than the closing date for voting. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than three (3) days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

6.3 Postal Votes may be received at the special general meeting

Voting forms may be delivered to the Chief Returning Officer at the special general meeting, rather than being posted or sent by electronic means.

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1 Appointment of Chief Returning Officer

For the purposes of the Special Resolution, the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Trustees shall ensure that the Chief Returning Officer is appointed on terms requiring the Chief Returning Officer to act in accordance with the powers and duties of the Chief Returning Officer as set out in this Deed, including, to avoid doubt, *rules 7.2 to 8.3 of this Schedule*.

7.2 Chief Returning Officer to receive voting forms

Voting forms must be addressed to the Chief Returning Officer.

7.3 Chief Returning Officer to be present at special general meeting:

The Chief Returning Officer must be present at the special general meeting. The Chief Returning Officer will be available to collect any completed voting forms at the special general meeting. The Chief Returning Officer shall also ensure that additional voting forms are available at the special general meeting.

7.4 Eligibility to Vote

Those eligible to vote on a special resolution are:

- (a) those Adult Members of Ngāti Paoa recorded in the Ngāti Paoa Register as an Adult Registered Member of Ngāti Paoa on the closing day for voting; and
- (b) subject to rule 7.5(b) of this Schedule, any other Adult Member of Ngāti Paoa who has on or before the closing date for voting provided to the Chief Returning Officer an application form for registration which complies with *rule 3.1 of the First Schedule*.

7.5 Only one vote to be cast

The Chief Returning Officer must:

- (a) ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Registered Member of Ngāti Paoa; and
- (b) where any Provisional Vote is cast pursuant to rule 7.4(b) of this Schedule, before counting that Provisional Vote, consult with the Membership Validation

Committee to ensure that the person casting the vote is eligible to be registered on the Ngāti Paoa Register as an Adult Registered Member.

7.6 Recording of votes

A record shall be kept by the Chief Returning Officer of all votes received.

8. COUNTING OF VOTES

8.1 All votes to be counted

Upon the expiry of the date for the receipt of votes, the Chief Returning Officer shall record and count all votes validly cast.

8.2 Certification and notifying result

Once all votes have been counted and the result of the Special Resolution determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the Special Resolution and communicate the result to the Trustees.

8.3 Provisional Votes

Where, in respect of any Special Resolution, one or more Provisional Votes has been cast:

- (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the Special Resolution, the Chief Returning Officer may not certify the result of the Special Resolution until the validity of the Provisional Votes has been confirmed pursuant to *rule 7.5(b)* of this Schedule and any valid Provisional Vote has been counted; or
- (b) if the validity or otherwise of the Provisional Votes will not affect the result of the Special Resolution, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional votes has not been confirmed pursuant to *rule 7.5(b)* of this Schedule and the Provisional Votes have not been counted.

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

- 9.1** Except as otherwise set out in this Schedule, the provisions of *clause 13* of the Deed shall apply to the holding of any special general meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly.

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EMPLOYMENT

HOLIDAY PARK MANAGER
Full time Holiday Park Manager required in Tokoroa:
1. Must have NZ qualification in business or management
2. At least 1-2 years' experience in similar role
3. Knowledge of Microsoft office skills
4. Top notch customer service skills
5. Must have full driving license
6. Willing to undergo drug test and have no criminal convictions
Please email CV and references to indimk.inv@xtra.co.nz or call Allan 022 129 3829 and all applicants for this position should have NZ residency.

PART TIME WORK

WORK FROM HOME Earn good money. Prefer mature minded person. Ph 027-555-2105.

PUBLIC NOTICES

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PUBLIC NOTICES

Christmas and New Year operating hours

Throughout the Christmas and New Year period our advertising call centre is available during the following hours:

Day	Hours
Saturday, December 28	CLOSED
Sunday, December 29	12:30 - 17:30
Monday, December 30	08:30 - 17:30
Tuesday, December 31	08:30 - 17:30
Wednesday, January 1	12:30 - 17:30
Thursday, January 2	12:30 - 17:30
Friday, January 3	08:30 - 17:30
Saturday, January 4	CLOSED
Sunday, January 5	12:30 - 17:30
Monday, January 6	08:30 - 17:30
Tuesday, January 7	08:30 - 17:30

To place a classified advert call 0800 HERALD (0800 437 253) or email classads@nzherald.co.nz

The New Zealand Herald

Appointment of Liquidator

CULLEN INVESTMENTS LIMITED, E.W. LEASING LIMITED, CULLEN PORTFOLIO LIMITED, CULLEN INC HOLDINGS LIMITED, SERIOUS HOLDINGS LIMITED, TOPICAL INVESTMENTS LIMITED, WATSON BLOODSTOCK LIMITED, BATTY ROAD HOLDINGS LIMITED and EGB HOLDINGS LIMITED (all in Liquidation) ("the Companies")

Notice of Appointment of Liquidators

Pursuant to Section 241(2)(a) of the Companies Act 1993

Company Nos: 663610, 1147251, 1339564, 967310, 1054970, 2171225, 845295, 1284780, 1949275

Vivian Judith Fatupaito and Luke Norman, both of KPMG, were appointed as joint and several Liquidators of the Companies by way of special resolutions of its shareholder on the following dates and times:

18 December 2019 at 6:15pm
Cullen Investments Limited

19 December 2019 at 9:15am
E.W. Leasing Limited
Cullen Portfolio Limited
Cullen Inc Holdings Limited
Serious Holdings Limited
Topical Investments Limited
Watson Bloodstock Limited
EGB Holdings Limited

19 December 2019 at 1:56pm
Batty Road Holdings Limited

Notice to Creditors to Claim

Pursuant to Liquidation Regulation 12 of the Companies Act 1993

The Liquidators fix 7 February 2020 as the day on or before which the creditors of the Companies are to make their claims and to establish any priority.

Dated 19 December 2019.

Vivian Judith Fatupaito
Joint and Several Liquidator

Please Direct Enquiries During Normal Business Hours to: Daniel Smith
Address: C/- KPMG
Auckland, 18 Viaduct Harbour Avenue, Auckland 1010
Telephone: 04 816 4846.
Email: insolvency@kpmg.co.nz

Te Runanga o Ngati Porou ki Hauraki AGM.

Saturday 25th January 2020, 11.00 a.m.
Harataunga Marae, 1245 Kennedy's Bay Rd, Coromandel, 3583.

AGENDA
Normal AGM process.
Waitangi Tribunal Update and Ngati Porou Mana Whenua ki Hauraki. 1.00 pm closure.
Queries fred.npkh@gmail.com
Marae Fundraiser Kai.
Noho Mara Wananga 2.30 p.m.
Waiaata and Whakapapa.
More info see Ngati Porou ki Harataunga Face Book.

DECEASED ESTATE NOTICE TO CREDITORS

All persons having a claim against the Estate of **MARGARET MARY COOPER** also known as **PEIG COOPER** late of Auckland who died on 29 August 2019 **ARE HEREBY REQUESTED** to send particulars of such claim in duplicate and certified as owing at the date of death to the undermentioned Solicitors not later than 31 January 2020. Creditors are warned that any claim not lodged by the above mentioned date is liable to exclusion.

Viatkovich & McGowan Limited
Barristers & Solicitors
660 Whangaparaoa Road, Whangaparaoa
PO Box 120, Whangaparaoa
DX BX10616
PH: (09) 424-8146
FAX: (09) 424-7189

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Service Manager

Operations and Service Delivery, Ministry of Justice, Tairāwhiti Māori Land Court, Gisborne

This is a rare opportunity to showcase your leadership abilities and relationship skills to join and lead an awesome team working in an attractive and temperate locality to deliver high quality services for the Māori Land Court.

- It is:
- a full-time, permanent, people leader position
 - your chance to engage with a supportive high performing multi-disciplinary team providing judicial support and services that enable the aspirations of Māori land owners
 - offering the opportunity to enjoy a diverse range of work and to make a positive contribution to the work of the Māori Land Court and other agencies involved in the retention and development of Māori lands
 - about enabling access to information for Māori land owners about their land interests and the processes of the Court.

The ability to travel across the district and occasionally to support regional and national programs. A full New Zealand driver's licence is required.

This role has responsible accountability for the delivery of a range of services across the Tairāwhiti District of the Māori Land Court. You will lead the implementation of business and service improvements to the Court's operations. You will also be responsible for building the capability and delivering high quality services along with your team.

To be successful in this role you will have already shown your abilities as a proven people leader and a great communicator (both written and verbal). You will be able to demonstrate an ability to engage and motivate teams to deliver quality and timely operations every day.

An appreciation and respect for tikanga and te reo Māori are also an advantage in the context of the Māori Land Court.

Salary range: \$83,219 - \$117,485

Joining the Ministry of Justice means you will become part of an inclusive organisation that values you and the communities we serve.

How to apply

To apply, please go to the Ministry of Justice vacancies website: apply.justice.govt.nz and follow the instructions.

For tracking purposes, all applications must be submitted via our online process.

Applications close on Sunday, 5 January 2020.

MINISTRY OF JUSTICE

apply.justice.govt.nz

PUBLIC NOTICES

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Ngāti Paoa

NGĀTI PAOA IWI TRUST

MANDATE FOR TREATY SETTLEMENT NEGOTIATIONS

The Ngāti Paoa Iwi Trust (NPIT) is seeking mandate to represent Ngāti Paoa in negotiations with the Crown for the comprehensive settlement of all the historical Treaty of Waitangi claims of Ngāti Paoa. The mandate encompasses all current and future settlement negotiations. For the avoidance of doubt, NPIT is seeking to replace the mandate conferred on the Ngāti Paoa Trust Board in 2011.

SUBMISSIONS AND CONSULTATION

NPIT is running a submissions process in parallel with the mandate process. Following consideration of submissions and the mandate vote, the Minister for Treaty of Waitangi Negotiations and Minister for Maori Development will decide whether to recognise that a mandate has been conferred. NPIT invites submissions, views or inquiries on the mandate proposal submitted by NPIT.

Submissions can be sent to the Manager, Settlement Development Team, Office of Treaty Settlements, SX 10111, WELLINGTON; or to OTS_subs@justice.govt.nz and must be received by 31 January 2020.

All correspondence will be subject to the Official Information Act 1982 and shared with NPIT. NPIT's mandate strategy sets out the mandate proposal including: the claimant and claim definitions (including ancestors, hapū, marae and Wai claims) of the proposed mandate, NPIT's representative structure and NPIT's process for seeking a mandate. The mandate sought is to negotiate all of the historical claims of Ngāti Paoa, whether registered or unregistered, relating to Crown actions and omissions.

NPIT submits the following documents to Ngāti Paoa for consideration, feedback and consultation:

- Ngāti Paoa Iwi Trust Mandate Strategy 2019
- Ngāti Paoa Deed of Mandate 2019

These are available on its website at <https://www.ngatipaoaiwi.co.nz/Treaty-Settlements/>

The Mandate Strategy 2019 and Deed of Mandate 2019 will also be sent directly to registered members in mid-January 2020.

INFORMATION HUI AND VOTING

We also now invite all members of Ngāti Paoa to participate in this process by attending information hui, and voting on the following resolution:

"I support the Ngāti Paoa Iwi Trust being the sole mandated entity for Ngāti Paoa in relation to all Treaty of Waitangi settlement negotiations with the Crown, including completing all existing negotiations."

Mandate information hui to be held across the country are as follows:

TIMES AND DATES	INFORMATION HUI LOCATIONS
2PM - Saturday 22 February	Wharekawa marae, Corner Rata Rd and East Coast Road, Kaiaua
7PM - Wednesday 26 February	Novotel Tainui Novotel Hamilton, 7 Alma Street, Hamilton
7PM - Thursday 27 February	Manukau Civic Centre, 33 Manukau Station Rd, Manukau
2PM - Saturday 29 February	Waii Marae, Waiti Rd, Tāhuna, Waikato

All registered members of the Ngāti Paoa tribal register 18 years of age and over will be sent a voting pack.

If you are not yet a registered member, you can also vote by contacting the Independent Returning Officer on free phone 0800 666 030 or iro@electionz.co.nz for a special voting pack.

Alternatively, a special voting pack can be obtained at any of the information hui. Special votes will be counted subject to confirmation of Ngāti Paoa whakapapa.

Votes can be cast:

- by post (by completing and returning the voting form);
- online (using the information on your voting form); or
- at an information hui (by bringing the voting form and casting it there).

Voting opens at 12pm, Monday 3 February 2020 and closes at 5pm, Monday 9 March 2020.

For more information please visit www.ngatipaoaiwi.co.nz. If you have any queries, please contact the Ngāti Paoa Iwi Trust on 022 313 46 11 or kaiaarahi@ngatipaoaiwi.co.nz or the Independent Returning Officer on 0800 666 030 or iro@electionz.co.nz

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DEATHS

WHITCOMBE, John Bradnock.
Peacefully passed away on Christmas Day at home surrounded by his loving family.
Cherished husband of Judith. Beloved father of Maria and Steve, Gerard and Kerrin, Brent and Christine, Anna and Gavin and Clare.
Treasured Pop of Jamie, Naomi, Hannah, Joshua, Sam, Zac, Blake, Ella, Jack and Jahrahi.
A Requiem Mass will be celebrated at Our Lady of Lourdes Catholic Church, 7 Glendale Road, Glen Eden on Saturday 28 December 2019 at 11am.

South Waikato Funeral Services Ltd, FDANZ
P O Box 459,
Tokoroa 3444

IN MEMORIAM

de DEOKI, Maya Jennie.
Born January 20, 1980. On December 29, 2004. In loving memory of our beloved Maya who lost her physical life 15 years ago. We miss you very much from Mum, Dad, Mark, Kiran and their families.

IN MEMORIAM

KATAVICH, Ante Mate (Tony).
1935 - 2013.
The years go by but the pain of you leaving does not ease it. But we have the memories and we smile. Tony, you are always with us. We think of you every day with love. Your sisters Beverley and Shirley.

IN MEMORIAM

DUNLOP, Alan Hayden.
31 August 1984 - 28 December 2002.
Our memories of you are always near. We all miss you Alan. Wish you were here.

IN MEMORIAM

MAXWELL, Steven (Steve).
On December 28, 1984. Dearly missed Uncle Steve sadly lost just after Christmas passed away suddenly at such a young age. You went far too soon Uncle and after 35 years it still hurts every year at this time. Christmas is never the same without you. Always in our hearts and never forgotten. Love, your nephew Alan.

IN MEMORIAM

HUDSON, Gavin.
My dearly loved brother sadly passed away 25 years ago tomorrow. Never forgotten by your sister Gael Slater.

