

TE RŪNANGA O NGĀTI RĒHIA

and

THE CROWN

**TERMS OF ENGAGEMENT IN RELATION TO
KORORIPO PĀ HISTORIC RESERVE**

2 February 2023

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TABLE OF CONTENTS

TERMS OF ENGAGEMENT BETWEEN TE RŪNANGA O NGĀTI RĒHIA AND THE CROWN	3
SCHEDULES	12
Schedule One: Definitions.....	12
Schedule Two: Maps of Kororipo Pā Historic Reserve, and Hongi Hika and Kerikeri Basin Recreation Reserves.....	13
Schedule Three: Ngāti Rēhia Pepeha	16
Schedule Four: Crown Letter to Te Rūnanga o Ngāti Rēhia	17
Schedule Five: Te Rūnanga o Ngāti Rēhia Trust Deed	19
Schedule Six: Contribution to Funding.....	34

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TERMS OF ENGAGEMENT BETWEEN TE RŪNANGA O NGĀTI RĒHIA AND THE CROWN

1 Background to Terms of Engagement

- 1.1 There is a long-standing history with respect to Kororipo Pā Historic Reserve and ngā hapū o Ngāpuhi, deriving from the time of Hongi Hika and others. In terms of this engagement, the parties (as defined in Schedule One) agree it is helpful to set out the recent events that have led to this potential early transfer of Kororipo Pā Historic Reserve.
- 1.2 On 13 February 1994, a hui was called at Whitiroa Marae to discuss Kororipo Pā. That hui was attended by a number of rangatira including Manga Tau, Mac Taylor, Hone Mītai and Tū Kemp. The hui confirmed Ngāti Rēhia 'by Ngāpuhi hapū to be the hapū kaitiaki of the Kerikeri area'.
- 1.3 Based on that hui, and in line with their obligations and duties as kaitiaki, Tuau Ahiroa Kemp, on behalf of Ngāti Rēhia and Ngā Hapū me ngā Whānau o Ngāpuhi Nui Tonu, lodged the Wai 492 claim on 25 November 1995 with the Waitangi Tribunal, concerning the passage of Kororipo Pā into private ownership.
- 1.4 In August 2020, the return of Kororipo Pā Historic Reserve was once again raised by Kuia Nora Rameka during a hui in Kerikeri with the Minister for Treaty of Waitangi Negotiations, Hon Andrew Little. It was suggested Kororipo Pā Historic Reserve be returned prior to comprehensive negotiations as a sign of good faith.
- 1.5 To provide redress for historical claims of Treaty breach and as an opportunity for strengthening relationships and encouraging progress in mandating, the Minister for Treaty of Waitangi Negotiations has invited Te Rūnanga o Ngāti Rēhia to formally engage in discussions about a potential early transfer of Kororipo Pā Historic Reserve. Te Rūnanga o Ngāti Rēhia has accepted this invitation. The parties have agreed Terms of Engagement as set out in the remainder of this document.

2 Parties to these Terms of Engagement

- 2.1 The parties are:
 - 2.1.1 the **Crown**, as defined in Schedule One; and
 - 2.1.2 **Te Rūnanga o Ngāti Rēhia** as defined in Schedule One.

3 Kororipo Pā Historic Reserve

- 3.1 The Terms of Engagement relate to discussions the parties will conduct regarding the potential early transfer of **Kororipo Pā Historic Reserve** (as defined in Schedule One), currently owned by the Crown and administered by the Department of Conservation. Maps of Kororipo Pā Historic Reserve are attached at Schedule Two.

4 Representation of Ngāti Rēhia

- 4.1 The Crown is satisfied that Te Rūnanga o Ngāti Rēhia is broadly representative of the members of **Ngāti Rēhia** (as defined in Schedule One) and is the appropriate entity to

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represent them for the purposes of this engagement between the parties regarding the potential early transfer of Kororipo Pā Historic Reserve. The Crown's letter inviting Te Rūnanga o Ngāti Rēhia to explore the potential early transfer of Kororipo Pā Historic Reserve is attached at Schedule Four.

5 Representation of Te Takutai Moana hapū

- 5.1 The parties agree the Crown's decision to engage with Te Rūnanga o Ngāti Rēhia does not confer a mandate on Te Rūnanga o Ngāti Rēhia for the purpose of negotiating the settlement of the historical Tiriti o Waitangi/Treaty of Waitangi claims of **Te Takutai Moana hapū** (as defined in Schedule One).

6 Representation of ngā hapū o Ngāpuhi

- 6.1 The parties agree the potential early transfer of Kororipo Pā Historic Reserve is for the benefit of ngā hapū o Ngāpuhi. During the course of this engagement, the parties will determine which hapū will be directly involved in a ratification process, should agreement be reached on the early transfer of Kororipo Pā Historic Reserve.
- 6.2 Should the parties agree to the early transfer of Kororipo Pā Historic Reserve, the parties agree a further process will be followed to establish a governance entity in accordance with clause 13 of these Terms of Engagement.

7 Purpose of these Terms of Engagement

- 7.1 These Terms of Engagement:
- 7.1.1 set out the guiding principles, objectives, scope and general procedures for formal engagement between the parties regarding the potential early transfer of Kororipo Pā Historic Reserve;
 - 7.1.2 record the intentions of the parties regarding the engagement process; and
 - 7.1.3 are not legally binding and do not create a legal relationship.
- 7.2 The parties acknowledge that each expects the other to comply with the terms set out in this document during engagement.

8 Guiding principles

- 8.1 The parties agree to the following guiding principles for this engagement:
- 8.1.1 Whanaungatanga: Whanaungatanga is derived from the word 'whānau' and describes people with common relationships. Whanaungatanga allows people to make links and is the key principle that binds parties together based on mutual respect;
 - 8.1.2 Manaakitanga: nurturing relationships, looking after people and being very careful of how people are treated, and expecting the same care in return;
 - 8.1.3 Ngākau pono: good faith;

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8.1.4 Hohou te rongo: the capacity and process to bring about a peaceful settlement over a conflict or an issue; and

8.1.5 Kaitiakitanga: the recognition of the obligation of stewardship and protection.

9 Objectives of the engagement

9.1 The parties agree the objectives of the engagement involve engaging in good faith to:

9.1.1 explore the potential early transfer of Kororipo Pā Historic Reserve;

9.1.2 reach outcomes that are durable and fair in the circumstances;

9.1.3 strengthen the relationship between Ngāti Rēhia, other Ngāpuhi hapū and the Crown; and

9.1.4 encourage, in association with other Te Takutai Moana hapū, the development of mandates to negotiate the settlement of the historical Tiriti o Waitangi/Treaty of Waitangi claims of Ngāti Rēhia and other Te Takutai Moana hapū.

10 Scope of engagement

10.1 The engagement set out in these Terms of Engagement is limited to:

10.1.1 exploring the potential early transfer of Kororipo Pā Historic Reserve; and

10.1.2 initial discussions on the future administration, management and ownership of adjacent Public Conservation Land, including the **Kerikeri Basin Recreation Reserve** and the **Hongi Hika Recreation Reserve** (as defined in Schedule One). Any agreement to new arrangements with respect to these sites would need to occur during negotiations towards the settlement of historical Tiriti o Waitangi/Treaty of Waitangi claims of the relevant hapū grouping(s).

11 Potential early transfer as cultural redress

11.1 Should the parties agree to the early transfer of Kororipo Pā Historic Reserve it will vest as a cultural redress property as part of the settlement of historical Tiriti o Waitangi/Treaty of Waitangi claims of the relevant hapū grouping(s).

12 Agreement regarding the potential early transfer of Kororipo Pā Historic Reserve

12.1 The parties agree that any agreement reached regarding the potential early transfer of Kororipo Pā Historic Reserve is conditional on:

12.1.1 completing the process set out at Clause 15 to address overlapping interests to the satisfaction of the Crown in accordance with the Crown's overlapping interests policy and the appropriate tikanga with respect to overlapping interests; and

12.1.2 During the course of this engagement, the parties will determine which hapū will be directly involved in a ratification process

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13 Governance entity

- 13.1 The parties agree that any agreement reached regarding the potential early transfer of Kororipo Pā Historic Reserve is conditional on an appropriate legal entity (governance entity) being in place to receive the agreed redress concerning Kororipo Pā Historic Reserve that:
- 13.1.1 is in a form that the parties agree adequately represents the hapū to receive the redress as part of the settlement of their historical claims;
 - 13.1.2 has transparent decision-making processes;
 - 13.1.3 is accountable to the hapū to receive the redress as part of the settlement of their claims;
 - 13.1.4 has been approved by the Crown; and
 - 13.1.5 has been ratified in a manner to be agreed by the parties. During the course of this engagement, the parties will determine which hapū will be directly involved in a ratification process.
- 13.2 In developing the governance entity, the parties will consider how it may function in relation to future post-settlement governance arrangements.

14 Engagement process

- 14.1 The engagement process will consist of the following steps:
- 14.2 *Initial engagement*
- 14.2.1 The parties will agree these Terms of Engagement.
- 14.3 *Formal engagement*
- 14.3.1 The parties will engage in accordance with these Terms of Engagement.
 - 14.3.2 Overlapping interests engagement will occur as set out in Clause 15;
 - 14.3.3 The parties will engage with the aim of:
 - (a) agreeing a governance entity to receive the agreed redress for Kororipo Pā Historic Reserve;
 - (b) agreeing the ratification strategy; and
 - (c) addressing overlapping interests to the satisfaction of the Crown

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14.4 *Cabinet approval to make offer*

14.4.1 Cabinet approval to make an offer will be sought if Te Rūnanga o Ngāti Rēhia has:

- (a) demonstrated to the Crown there is sufficient support from the hapū directly involved in the ratification process for the proposed governance entity and the agreement reached regarding the potential early transfer, as evidenced by reports from Te Rūnanga o Ngāti Rēhia on its communication with hapū and any feedback received, as set out in Clause 16; and
- (b) addressed overlapping interests to the satisfaction of the Crown.

14.4.2 The offer will outline the scope and nature of the potential early transfer of Kororipo Pā Historic Reserve.

14.5 *Initialling of agreement*

14.5.1 If the offer is accepted by Te Rūnanga o Ngāti Rēhia, the parties will initial the agreement regarding the potential early transfer of Kororipo Pā Historic Reserve as set out in the Crown's offer.

14.6 *Ratification of the agreement and governance entity*

14.6.1 The initialled agreement will be presented by Te Rūnanga o Ngāti Rēhia to the hapū for ratification in a manner to be agreed by the parties (as per Clause 14.3).

14.6.2 The proposed governance entity will be presented by Te Rūnanga o Ngāti Rēhia to the hapū for ratification in a manner to be agreed by the parties (as per Clause 14.3.3).

14.6.3 The Crown will provide assistance, as required, with the establishment of the governance entity and the design of the ratification process.

14.7 *Agreement signed if ratified*

14.7.1 If the agreement and the governance entity are ratified, representatives of the governance entity will sign on behalf of the beneficiaries of the governance entity and a Crown representative will sign on behalf of the Crown.

14.8 *Implementation of agreement*

14.8.1 Once signed, the Crown and the governance entity will undertake any steps required to implement the agreement.

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15 Overlapping interests process

- 15.1 The Crown's overlapping interests policy and the appropriate tikanga with respect to overlapping interests will apply to this engagement.
- 15.2 Following the signing of these Terms of Engagement, the parties will agree a strategy and plan to engage with groups that may have overlapping interests. The strategy will identify actions required to be taken by each party.
- 15.3 The Crown expects Te Rūnanga o Ngāti Rēhia to engage with groups with overlapping interests from the outset of this engagement in order to agree how any such interests should be addressed.
- 15.4 The Crown's preference is that Te Rūnanga o Ngāti Rēhia and groups with overlapping interests address such interests directly, in accordance with tikanga. The Crown can support engagement between Te Rūnanga o Ngāti Rēhia and groups with overlapping interests, if they seek it, at any stage of the overlapping interests process. That support can include, but is not limited to, funding research for groups, mediation, and facilitation.
- 15.5 The Crown will directly engage with groups with overlapping interests on their interests and associations and will provide information to those groups on potential redress relating to Kororipo Pā Historic Reserve before making its initial offer to Te Rūnanga o Ngāti Rēhia.
- 15.6 Where the Crown is engaged with groups that have overlapping interests, the Crown will regularly update Te Rūnanga o Ngāti Rēhia on any such engagement (subject to any obligations of confidence applying to those discussions).
- 15.7 Overlapping interests must be addressed to the satisfaction of the Crown before the Crown makes an offer, any agreement is initialled by the parties, and the agreement is presented for ratification to the hapū to ratify the redress.
- 15.8 If there is no prospect of agreement between Te Rūnanga o Ngāti Rēhia and groups with overlapping interests about how to address overlapping interests within reasonable timeframes, the Crown may have to decide whether or in what form to make an offer of redress.

16 Communication

- 16.1 The parties agree Te Rūnanga o Ngāti Rēhia, with assistance from the Crown if needed, will keep the hapū to receive the redress as part of the settlement of their historical claims informed on the progress of the engagement, and provide opportunities for hapū to provide feedback on the engagement.
- 16.2 Every two months, Te Rūnanga o Ngāti Rēhia will provide the Crown with a report on its communication with the hapū to receive the redress as part of the settlement of their historical claims and any feedback received. The Crown will advise Te Rūnanga o Ngāti Rēhia of any correspondence it receives about this engagement (subject to any obligations of confidence applying to such correspondence).

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- 16.3 Throughout the engagement, the parties will each ensure regular and appropriate consultation procedures with the hapū to receive the redress as part of the settlement of their historical claims.

17 Not bound until final agreement signed

- 17.1 The parties acknowledge that this document does not bind either party to reach an agreement and that any agreement reached in engagement discussions is confidential, without prejudice and will not be binding until the agreement is ratified and signed in accordance with the process set out above in clause 14.6.

18 Claimant funding

- 18.1 The parties acknowledge that the Crown will make a contribution to the engagement costs of Te Rūnanga o Ngāti Rēhia. This contribution will be paid in accordance with the process and terms set out in Schedule Six.

19 Procedural matters

- 19.1 The parties agree:

19.2 *Engagement without prejudice*

- 19.2.1 Engagement will be on a "without prejudice" basis.

19.3 *Confidentiality*

- 19.3.1 Engagement will ordinarily be conducted in private and the content of any engagement or agreement will remain confidential unless:

- (a) the parties agree otherwise (such as when consultation with third parties is necessary); or
- (b) either party is required to release information pursuant to a legal requirement (such as where the Crown is obliged to release information under the Official Information Act 1982).

- 19.3.2 The parties agree to make media statements only when mutually agreed, excluding Ministerial media statements.

- 19.3.3 The parties may agree to extend their confidential engagement to include other interested groups. For example, the Crown and Te Rūnanga o Ngāti Rēhia may agree to include one or more groups with overlapping interests in the engagement to address overlapping interests and any aspirations for joint/shared redress sought by Te Rūnanga o Ngāti Rēhia and groups with overlapping interests (**extended engagement**).

- (a) The extended engagement can apply to some or all the issues in the engagement; and

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- (b) other groups with overlapping interests included in the extended engagement will be expected to comply with the same obligations of confidence.

19.4 *Communication and meeting*

- 19.4.1 To ensure regular and appropriate internal communication procedures through the engagement, in addition to the terms for communication set out in Clause 16 above, the parties agree to make themselves available for meetings in person, by teleconference or by video conference as agreed.

19.5 *Legal proceedings*

- 19.5.1 During engagement neither party will pursue any legal proceedings relating to Kororipo Pā Historic Reserve.

- 19.5.2 If any party does initiate legal proceedings relating to Kororipo Pā Historic Reserve, the other party may withdraw from engagement.

Signed this 2 day of February 2023

For and on behalf of the Crown:

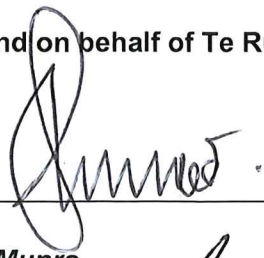


Minister for Treaty of Waitangi Negotiations

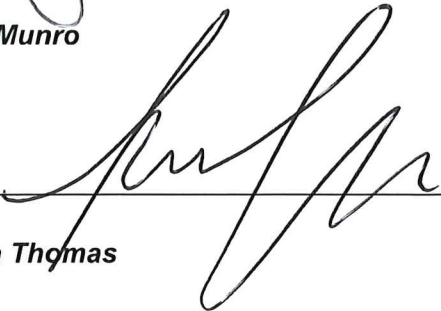
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For and on behalf of Te Rūnanga o Ngāti Rēhia:



Kipa Munro



Alana Thomas



Nora Rameka



Waitai Tua



Whati Rameka



Brian O Shea

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SCHEDULES

Schedule One: Definitions

1. **Crown** – means the Crown as defined by section 2(1) of the Public Finance Act 1989.
2. **Hongi Hika Recreation Reserve** – means the parcels outlined in blue depicted in Schedule Two on the third map.
3. **Kerikeri Basin Recreation Reserve** – means the parcels outlined in brown depicted in Schedule Two on the third map.
4. **Kororipo Pā Historic Reserve** – means 1.8838 hectares, approximately, being Part Lot 1 DP 44183 (subject to survey) and as depicted in Schedule Two on the first map.
5. **Ngāti Rēhia** – means the hapū Ngāti Rēhia who reside within the rohe o Te Takutai Moana and who set out their pepeha at Schedule Three.
6. **Te Takutai Moana hapū** – means Ngāti Rēhia, Te Ngare Hauata, Te Matarahurahu, Ngāre Raumati, Ngāti Kawa, Ngāti Kuta, Ngāti Manu, Ngāti Pare, Ngāti Rāhiri, Ngāti Tīpa, Ngāti Tōrehina, Patukeha, and Te Kapotai.
7. **Te Rūnanga o Ngāti Rēhia** – means the trust known by that name and established by a trust deed dated 26 March 2002 and signed by Remarie Kapa (Kerikeri, Retired); Tuhakaririka Richard Parangi (Whangārei, Public Servant); Nora Rameka (Takou Bay, Self-employed); Ngāwati Heihei (Kerikeri, Farmhand); Whakaaropai Rihari (Kerikeri, Retired); and Wiremu Heihei (Kerikeri, Student). A copy of the trust deed is included at Schedule Five.

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Schedule Two: Maps of Kororipo Pā Historic Reserve, and Hongi Hika and Kerikeri Basin Recreation Reserves

Map showing the location of Kororipo Pā Historic Reserve



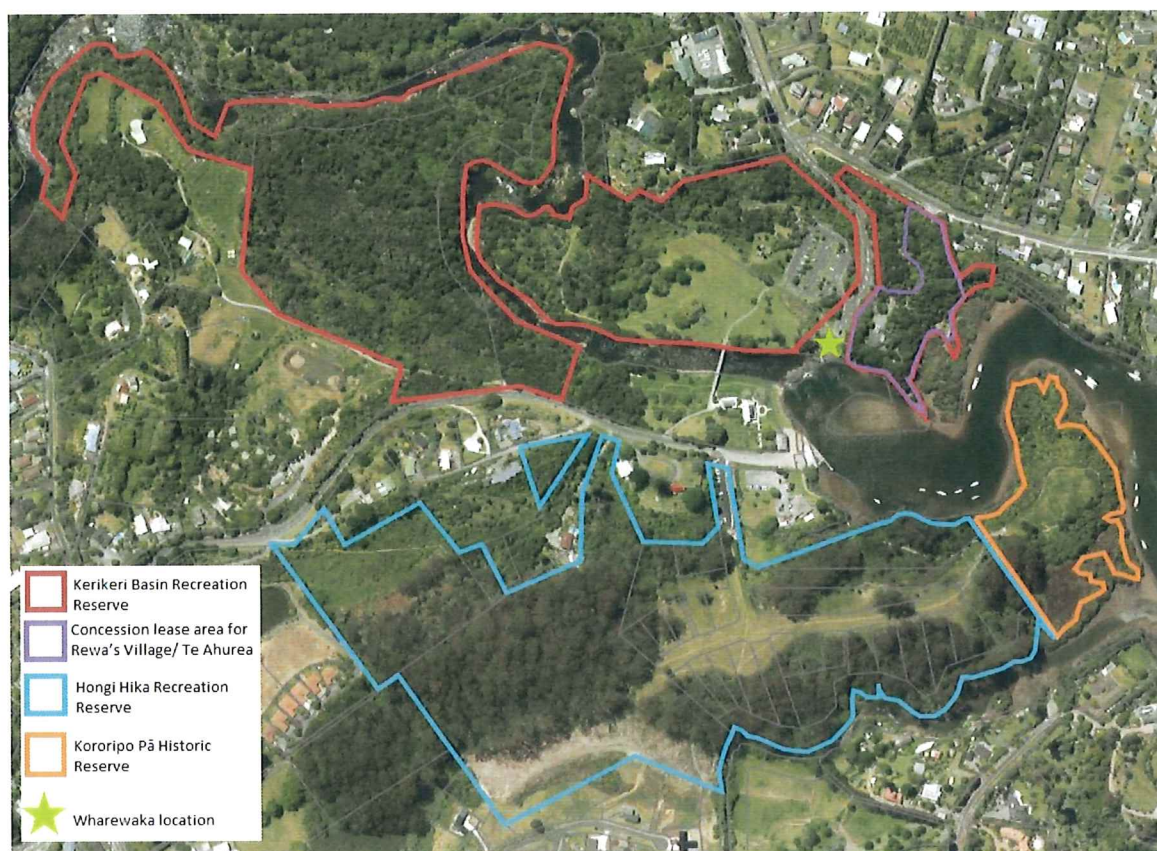
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Map showing the location of Kororipo Pā Historic Reserve, and Hongi Hika and Kerikeri Basin Recreation Reserves.



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Schedule Three: Ngāti Rēhia Pepeha

Ko Tokerāu te tūtei ki te taha hauraro o te pūaha

Ko Rakaumangamanga ki te Rāwhiti.

E rere atu nei Te Kerei Mangonui, te Awa o Ngā Rangatira

Titiro whakararo ki Orongo, ki Takou awa

Te wāhi i mataaraaratia ai e Puhi

Te waka tūpuna o Mataatua e moe mai rā

Whiti whaka-te-uru ki te ngāherehere nui o Te Puketi

Pohutu noa atu ki te moana o Omapere

Awhiowhio te rangi ki runga Whakataha Maunga

Kei raro te Awa o Waitangi

Ka hirere ki Pōkākā

Tōtika ki te whatumanawa o Īpipiri

Ko Ngāti Rēhia te hapū

Ko Ngāpuhi te iwi

Ko Whītiora, ko Hiruharama Hou, ko Takou ngā marae

Tihewa mauri ora, ki te wheiao, ki te ao mārama

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Schedule Four: Crown Letter to Te Rūnanga o Ngāti Rēhia

Hon Andrew Little

Minister of Health
Minister Responsible for the CCSB
Minister Responsible for the NZSIS
Minister for Treaty of Waitangi Negotiations
Minister Responsible for Poro River Disputes
Lead Coordination Minister for the Government's Response to the Royal Commission's Report into the Terrorist Attack on the Christchurch Mosques



10 August 2022

Kipa Munro
Chairman
Te Rūnanga o Ngāti Rēhia

By email: kipa@ngatirehia.co.nz

Tēnā koe

Invitation to explore the potential transfer of Kororipo Pā Historic Reserve

It was great to see you on Saturday 16 July and I wish to thank you again for the welcome and manākitanga you gave to me and my officials.

When we met in August 2020, Te Rūnanga o Ngāti Rēhia requested the Crown return Kororipo Pā to Ngāti Rēhia as a gesture of goodwill. You have continued to raise this with my Chief Crown Negotiator and officials, and have indicated any return would be for the intended benefit of ngā hapū o Ngāpuhi.

The Minister of Conservation, the Minister for Māori Development and I would like to invite Te Rūnanga o Ngāti Rēhia to enter engagement to explore the potential on-account transfer of Kororipo Pā Historic Reserve. While the Crown does not consider Te Rūnanga o Ngāti Rēhia to be a mandated entity for the purpose of Treaty settlement negotiations, we are willing to engage with you on this.

Some of the matters that will need to be considered in initial discussions include:

- how overlapping interests will be addressed to the Crown's satisfaction;
- the process for ratifying any agreement reached over this property;
- the need for any transfer to be to a suitably representative and accountable entity; and
- how any transfer will be treated as on-account redress.

While engagement on this issue takes place, we would like you to continue working with other Te Pēwhairangi hapū on a mandate proposal and during subsequent steps in the Treaty settlement process.

Please note any agreement reached regarding the potential transfer of Kororipo Pā Historic Reserve will need prior Cabinet agreement and will need to be consistent with the Crown policy on the use of public conservation land in Treaty settlements, including the ongoing protection of conservation values (including public access) and protection of third-party rights. Legislation will also be required to transfer the property.

Officials are also available to begin discussions on your aspirations for changes in administration and management of other public conservation land in Kerikeri, in particular the Kerikeri Basin Recreation Reserve and the Hongi Hika Recreation Reserve. However, any changes will need to be a part of negotiations towards the settlement of historical Treaty claims and will not be agreed prior.

Private Bag 18041, Parliament Buildings, Wellington 6160, New Zealand
+64 4 817 8707 | a.little@ministers.govt.nz | beehive.govt.nz

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If you wish to explore the transfer of Kororipo Pā Historic Reserve, my officials will arrange to meet with you. We look forward to seeing where this process takes your rūpū, the wider Te Pēwhairangi hapū and others with interests in Kororipo Pā Historic Reserve.

Nāku noa, nā



Hon Andrew Little
Minister for Treaty of Waitangi Negotiations

Cc. Hon Poto Williams, Minister of Conservation (p.williams@ministers.govt.nz)
Hon Willie Jackson, Minister for Māori Development (w.jackson@ministers.govt.nz)

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Schedule Five: Te Rūnanga o Ngāti Rēhia Trust Deed



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IN THE MATTER of the Charitable Trusts Act
1957

AND

IN THE MATTER TE RUNANGA O NGATI REHIA
TRUST

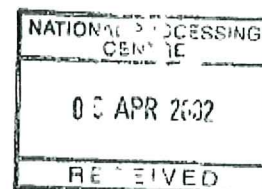
APPLICATION FOR INCORPORATION OF TRUSTEES AS A BOARD

- 1 We, being the Trustees for TE RUNANGA O NGATI REHIA TRUST hereby apply to be incorporated as a Board under the provisions of the Charitable Trust Act 1957
- 2 We desire the name of the Board to be TE RUNANGA O NGATI REHIA TRUST
- 3 The registered office of the Board is to be 9 Hobson Avenue, Kerikeri
- 4 This Application is not made by a Society
- 5 The following documents are attached to the Application
 - (i) Deed of Trust dated the day of March 2002
 - (ii) Declaration pursuant to Section 10 of the Charitable Trusts Act 1957

P# 07

11 APR 2002

DATED this 26th day of March 2002



D0203112

Handwritten initials: K and AT

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Name, Description And
Address of Subscriber

Signature of Subscriber

Witness's Signature
Occupation & Address

Remarie Kapa
Main Road
Te Tu
Kerikeri
Retired

R Kapa

L. J. Williams
SENIOR OPERATOR/TRAFFIC
15 RUSKIN ST
PARRELL
AUCKLAND

Richard T. Whakaririka Parangi
24 Ranfurly Street
Kamo
Whangarei
Public Servant

Richard

M. Rameka

WAYNE MICHAEL COUTTS
LEGAL EXECUTIVE TO
THOMSON WILSON
SOLICITORS WHANGAREI

Nora Tawhi Rameka
1 Beach Road
Takou Bay
Northland
Self-employed

WAYNE MICHAEL COUTTS
LEGAL EXECUTIVE TO
THOMSON WILSON
SOLICITORS WHANGAREI

NGAWATI
Water Heihei
Main Road
Te Tu
Kerikeri
Farmhand

ll bkr

John P.
2.4.2

JOHN TREVOR HARRIS



Waitai Tua
24 Taraire Crescent
Whangarei
Lecturer

Ja Jha

Contractor
1 Beach Rd, Takou Bay

Whakaaropai
Main Road
Te Tu
Kerikeri
Retired

Rihari

Whakaaropai

L. J. Williams
SENIOR OPERATOR/TRAFFIC
15 RUSKIN ST
PARRELL
AUCKLAND

Wiremu Heihei
Main Road
Te Tu
Kerikeri
Student

W. Hei Hei

L. J. Williams
SENIOR OPERATOR/TRAFFIC
15 RUSKIN ST
PARRELL
AUCKLAND

D0203112

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IN THE MATTER of the Charitable Trusts Act
1957

AND

IN THE MATTER of TE RUNANGA O
NGATI REHIA TRUST

I, NORA TAWHI RAMEKA of Takou Bay, Northland, New Zealand SOLEMNLY AND
SINCERELY DECLARE as follows

1. I am one of the Trustees of the above Trust

2. ANNEXED hereto and marked with the letter "A" is a copy of the Deed of Trust of
the Trust which sets out the Trusts upon which the Trustees hold any property for the Trust
There are no other documents other than this Trust Deed

3. THE Application for Incorporation is made in terms of a resolution passed by a
majority of the Trustees at a meeting held on the 13th day January 2001

AND I MAKE this solemn declaration conscientiously believing the same to be true and by
virtue of the Oaths and Declarations Act 1957

DECLARED at Whangarei)

this 26th day of March 2002)

in the presence of

V B SYERS
Solicitor

WHANGAREI

A Solicitor of the High Court of New Zealand

DB203783

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DEED OF TRUST

Contents

- 1 Name
- 2 Office
- 3 Purposes
- 4 Tangata whenua
- 5 Structure of the trust
- 6 Members of the Board
- 7 Proceedings of the Board
- 8 Powers
- 9 Income, benefit or advantage to be applied to charitable purposes
- 10 Accounts
- 11 Power to delegate
- 12 Common seal
- 13 Membership of the trust
- 14 Subscription
- 15 Resignation of members of the trust
- 16 Expulsion of members of the trust
- 17 Annual general meeting
- 18 Special general meeting
- 19 Procedure for general meeting
- 20 Alteration of deed
- 21 Trust contracts
- 22 Disposition of surplus assets

THIS DEED is made the 26th day of March 2002

PARTIES

Remarie Kapa, Main Road, Te Tu R D 1, Kerikeri, Retired, ~~Richard~~
^{Richard} Tawhakaririka/Parangi, 24 Ranfurly Street, Kamo, Whangarei, Public Servant,
Nora Tawhai Rameka, 1 Beach Road, Takou Bay, Northland, Self-employed,
^{Ngawari} ~~Walter~~ Heihei, Main Road, Te Tu, R D 1, Kerikeri, Farmhand, Waitai Tua, 24
Taraire Crescent, Whangarei, Lecturer, Whakaaropai Rihari, Whangarei Bay,
Pururua, Kerikeri, Retired and Wiremu Heihei, Main Road, Te Tu, Kerikeri,
Student

D0111245 us at 21 March 2002

NH *RR* *Arthur R. J. M. R.*

ll *AT*

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BACKGROUND

- A The parties to this deed wish to establish a charitable trust in New Zealand ("the trust") for the objects described in clause 3 of this deed and to give effect to such desire are at the same time giving to the Board the sum of ten dollars (\$10 00)
- B The parties have agreed to enter into this deed specifying the purposes of the trust and providing for its control and government

THIS DEED WITNESSES

1 Name

The name of the trust shall be the "Te Runanga O Ngati Rehia Trust"

2 Office

The office of the trust shall be at 9 Hobson Avenue, Kerikeri or at such other place as the Board of Trustees may from time to time determine

3 Purposes

3.1 The purposes of the trust which are restricted wholly to within Aotearoa, New Zealand are as follows

- (a) the promotion of health, and
- (b) the alleviation of poverty, and
- (c) the promotion of education and vocational training, and
- (d) the promotion development and support of employment opportunities, and
- (e) other purposes charitable at law which will benefit Maori generally or the wider community

4 Tangata whenua

In attaining its purposes the trust shall recognise the views and expectations of tangata whenua

5 Structure of the trust

The trust shall be administered by a Board of Trustees ("the Board") who shall be accountable to, and elected by, members of the trust

6 Members of the Board

6.1 Numbers

The Board shall consist of not less than 4 nor more than 7 members

6.2 Membership of Board

The signatories to this deed shall be the first Board and subsequently the Board shall be elected at each annual general meeting of the trust

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6.3 Retirement of Board

- (a) One-third of the initial members of the Board ("the initial members") shall retire at the annual general meeting of the members held in 2004. Thereafter, one-third of the initial members shall retire at the annual general meeting held in each of the following two years,
- (b) In subsequent years one-third of the members of the Board being those having longest held office (the term of office shall for this purpose be calculated from the date that such person was elected to the Board) shall retire at each annual general meeting,
- (c) For the purposes of clauses 6.3(a) and (b) where the number of the members of the Board is not three or a multiple of three one-third of the members of the Board shall be deemed to be one-third of the next highest number that is a multiple of three,
- (d) If the Board acting in accordance with the provisions of clauses 6.3 (a), (b) and (c) is unable to determine who of their number should retire then the same shall be determined by ballot conducted by the Board
- (e) Retiring members of the Board may offer themselves for reappointment

6.4 Nomination to Board

Nomination for a position on the Board shall be by way of notice of nomination in writing endorsed with the consent of the nominee and given to the Secretary not less than twenty-four hours before the time fixed for the annual general meeting. If there are insufficient nominations to fill the vacant positions on the Board, oral nominations may be received at the annual general meeting provided that no member shall be elected who has not consented to being nominated.

6.5 Vacancies

Subject to clause 6.1, the Board shall have the power to co-opt further members on the Board and to fill any casual vacancy on the Board until the next annual general meeting.

6.6 Name of board

The name of the Board shall be the "Runanga O Ngati Rehia Trust Board".

7 Proceedings of the Board

7.1 Meetings

The Board shall meet at such times and places as it determines, and shall elect a chairperson from amongst its members at its first meeting and at every subsequent annual general meeting.

7.2 Officers

The Board shall appoint the officers of secretary and treasurer. These offices may be combined. The secretary and treasurer need not be members of the Board.

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7.3 Chairperson

The chairperson shall preside at all meetings of the Board at which she or he is present. In the absence of the chairperson from any meeting, the members present shall appoint one of their number to preside at that meeting.

7.4 Quorum

At any meeting of the Board a majority of members of the Board shall form a quorum, and no business shall be transacted unless a quorum is present.

7.5 Voting

All questions before the Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.

7.6 Minutes

The secretary shall keep minutes of all Board meetings which shall be available for inspection by Board members at reasonable times.

8 Powers

8.1 General and specific powers

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable objects are as follows:

- (a) to use the funds of the trust as the Board thinks reasonable and proper in payment of the costs and expenses of the trust, including the employment of professional advisers, agents, officers and staff, and
- (b) to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Board deems reasonable and proper for the purpose of attaining the objects of the trust, and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid, and
- (c) to carry on any business and for that purpose to incorporate a limited liability company and to hold shares in any such company or to promote or form or acquire and undertake any other business enterprise whether alone or together with any other person or persons whether by way of partnership, union of interest, co-operation, joint venture or otherwise
- (d) to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board deems reasonable and proper, and
- (e) to borrow or raise money from time to time, with or without security, and upon such terms as to priority and otherwise as the Board deems reasonable and proper, and
- (f) to expend the funds of the trust towards the attainment of the purposes of the trust in such manner as the Board deems reasonable and proper by way of trustee investment, grant award of bursary or scholarship or otherwise provided however that such purposes are exclusively of a charitable nature and

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that any beneficiary/recipient is in need otherwise than when such payment is made in relief of poverty

8.2 Incorporation

The Board is empowered to seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957

8.3 Employment

Under clause 8.1(a) the Board may employ as agents, officers and staff, persons who are members of the Board

9 Income, benefit or advantage to be applied to charitable purposes

9.1 Application

Any income, benefit or advantage shall be applied to the charitable purposes of the trust

9.2 No private pecuniary profit

- (a) No private pecuniary profit shall be made by any person from the trust, except that
 - (i) any trustee or member of the Board or employee may receive full reimbursement for all expenses properly incurred by that person in connection with the affairs of the trust, and
 - (ii) the Board may pay reasonable and proper remuneration to any officer or servant of the trust (whether a trustee or not) in return for services actually rendered to the trust, and
 - (iii) any member of the Board may be paid all usual professional business or trade charges for services rendered, time expended and all acts done by that member or by any firm or entity of which that member is a member, employee or associate in connection with the affairs of the trust, and
 - (iv) any member of the Board may retain any remuneration properly payable to that member by any other company or undertaking with which the trust may be in anyway concerned or involved or in respect of which that member has acted in any capacity whatever, notwithstanding that the member's connection with that company or undertaking is in any way attributable to that member's connection with the trust

9.3 Influence

No member of the trust or person associated with a member of the trust shall participate in, or materially influence, any decision made by the trust in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever, except where that income, benefit or advantage is derived from

- (a) professional services to the trust rendered in the course of business charged at no greater rate than current market rates, or

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(b) interest on money lent at no greater rate than current market rates

9.4 Reasonableness required

Any such income or expenses or remuneration or professional, business or trade charges for services rendered, time expended or acts done paid shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value)

9.5 Conflict of interest

Any Trustee or member of the Board who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of his interest to the other Trustees or members of the Board, and shall not take any part whatever in any deliberations of the Board concerning any matter in which he is or may be interested other than as a Trustee of the Trust

9.6 Entrenchment

The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document

10 Accounts

10.1 True and fair accounts

The Board shall keep true and fair accounts of all money received and expended

10.2 Audit

The Board shall, as soon as practicable after the end of every financial year of the Board, cause the accounts of the Board for that financial year to be audited by an accountant appointed by the Board for that purpose and the Board shall present the audited accounts to the annual general meeting of the trust together with an estimate of income and expenditure for the current year

11 Power to delegate

11.1 Power to delegate

The Board may, from time to time, appoint any committee and may delegate, in writing, any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them

11.2 Delegate bound

Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the trust

11.3 Delegation revocable

Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board

11.4 Delegate need not be board member

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board

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12 Common seal

The Board shall have a common seal which shall be kept in the custody of the secretary, or such other officer as shall be appointed by the Board, and shall be used only by authority of the trustees previously given at a meeting of the Board to any document requiring execution by the trustees. Each such use of the seal shall be performed in the presence of, and accompanied by the signatures of, at least two trustees and shall be sufficient evidence of the authority to use such seal. No person dealing with the trustees shall be interested or concerned to see or enquire as to the authority under which any document is sealed and in whose presence it was sealed.

13 Membership of the trust

Any person who, or any group or organisation, including any family group which, agrees with the purposes of the trust may, subject to the Board's approval, become a member of the trust by application in writing and upon payment of a subscription (if any).

14 Subscription

The Board may require members of the trust to pay a subscription of such amount or amounts as may from time to time be fixed by resolution in general meeting.

15 Resignation of members of the trust

15.1 Resignation by notice

Any member of the trust may resign membership at any time by giving to the secretary notice in writing to that effect and such notice, unless otherwise expressed, shall take effect immediately.

15.2 Resignation deemed

Any member who fails to pay the annual subscription on or before the expiration of twelve months after it has become due shall be deemed to have resigned membership.

16 Expulsion of members of the trust

16.1 Notice of complaint

Any person may make a complaint to the Board that the conduct of a member of the trust is or has been injurious to the character of the trust. Every such complaint shall be in writing and addressed to the secretary.

16.2 Meeting

If the Board considers that there is sufficient substance in the complaint, it may invite the member to attend a meeting of the Board and to offer a written or oral explanation of the member's conduct.

16.3 Notice of meeting

The Board shall give the member at least fourteen days' written notice of the meeting. The notice shall

- (a) sufficiently inform the member of the complaint so that the member can offer an explanation of the member's conduct, and
- (b) inform the member that, if the Board is not satisfied with the member's explanation, the Board may expel the member from the trust.

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16.4 Board may expel

If, in the meeting, the Board decides to expel the member from the trust, the member shall cease to be a member of the trust

16.5 Appeal

A member expelled by the Board may, within 14 days, give written notice of appeal to the secretary. The secretary shall then call a special general meeting to take place within 21 days of receipt of the notice of appeal. If that meeting passes a resolution rescinding the expulsion, the member shall be reinstated immediately.

17 Annual general meeting

17.1 Time and place of meeting

The annual general meeting of the trust shall be held each year no later than five months after the balance date for the accounts of the trust at such place, date and time as the Board shall determine.

17.2 Business of meeting

The annual general meeting shall carry out the following business:

- (a) receive the minutes of the previous annual general meeting and of any other special general meeting held since the last annual general meeting, and
- (b) receive the trust's statement of accounts for the preceding year and an estimate of income and expenditure for the current year, and
- (c) receive reports from the Board and its committees, and
- (d) subject to clause 5, elect members of the Board, and
- (e) fix the annual subscription (if any), and
- (f) consider and decide any other matter which may properly be brought before the meeting.

18 Special general meeting

18.1 Secretary may call meeting

A special general meeting of the board shall be called by the secretary on receipt of a request in writing for such a meeting stating the reason for having the meeting and signed by not less than fifteen members of the trust.

18.2 Meeting for appeal against expulsion

Subject to the provisions of clause 15 a special general meeting of the Board shall be called by the secretary for the purpose of hearing an appeal from an expelled member.

18.3 Notice of meeting

The prescribed notice calling a special general meeting shall state, in general terms, the business for which the meeting is called and at that meeting only the business so stated shall be discussed.

19 Procedure for general meeting

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19.1 Definition

In these rules the term "general meeting" includes both an annual general meeting and a special general meeting

19.2 Notice of meeting

Fourteen days written notice of each general meeting shall be given to all members of the trust. This notice shall state that the meeting is the annual general meeting or a special general meeting as the case may be and shall specify the place, date and time at which the meeting is to be held

19.3 Quorum

Ten members of the trust personally present or thirty per cent of the members, whichever is the less, shall constitute a quorum for a general meeting. A member that is a group or organisation shall be deemed to be personally present if it is represented at the meeting by its duly appointed nominee

19.4 Chairperson

The chairperson of the board or the chairperson's nominee shall chair each general meeting

19.5 Voting

19.5.1 All questions at a general meeting shall be decided by consensus. However, if a consensus decision cannot be reached on any question, it shall, subject to clause 19, be put as a motion to be decided by a majority of votes

19.5.2 Each member shall have only one vote

19.5.3 Voting shall be by show of hands

19.5.4 If the voting is tied, the motion shall be lost

20 Alteration of deed

This deed may be altered, added to, rescinded or otherwise amended by a resolution passed by a two-thirds majority at a general meeting, provided that no such amendment shall

(a) detract from the exclusively charitable nature of the trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable, or

(b) be made to clauses 9 or 22 unless it is first approved in writing by the Department of Inland Revenue

21 Trust contracts

Contracts on behalf of the trust may be made as follows

(a) A contract which if made by private persons would be by law required to be by deed may be made on behalf of the trust by writing under the common seal of the trust attested as referred to in clause 12 of this deed

(b) A contract which if made between private persons would be by law required to be in writing, signed by the parties to be charged, may be made on behalf of

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the Board in writing signed by any person acting under its authority, express or implied

- (c) A contract which if made between private persons would by law be valid although made verbally only, and not reduced into writing, may be made verbally on behalf of the Board by any person acting under its authority, express or implied

PROVIDED HOWEVER, that no such contract shall be entered into by any person on behalf of the trust except with the authority of a resolution passed by the trust at a properly constituted meeting

22 Disposition of surplus assets

If, either on the winding up, failure or dissolution of the trust, or in the case of the Board having incorporated in accordance with the provisions of the Charitable Trusts Act 1957 (or of other act passed in substitution for the same) on the liquidation of the Board or on its dissolution by the Registrar, there remains after payment of all of the trust debts and liabilities any property or assets whatsoever, they shall be given or transferred to trustees for carrying out exclusively charitable purposes within New Zealand similar to those set out in this deed or be applied for such exclusively charitable purposes within New Zealand as the Board may, by resolution, determine at, before, or during the winding up, failure, dissolution or liquidation. If the Board is unable to make such decision, such property shall be disposed of in accordance with the directions of a Judge of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 on the application of any member of the Board

IN WITNESS this deed is duly executed

SIGNED by Remarie Kapa
in the presence of

Remarie Kapa

Witness

Waata Bameka

Signature

Waata Bameka

Occupation

Contractor

Address

1 Beach Rd.

Takou Bay, Kerikeri.

SIGNED by Richard T. Whakaririka (Richard Parangi)
in the presence of

Richard Parangi

Witness

Signature

WAYNE MICHAEL COUTTS
LEGAL EXECUTIVE TO
THOMSON WILSON
SOLICITORS WHANGAREI

Occupation

Address

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SIGNED by Nora Tawhi Rameka
in the presence of

) M. Rameka

Witness

Signature *U. Jonas*
Occupation *Lawyer*
Address *18 Paturoa Rd*
Titirangi AK7.

SIGNED by ^{Ngawati} Walter Heiher
in the presence of

) *Walter Heiher*

Witness

Signature *Jane Heiher*
Occupation *Executive*
Address *RPI Te Tu Rd*
Keri Keri

SIGNED by Wartai Tua
in the presence of

) *Wartai Tua*

Witness

Signature *U. Jonas*
Occupation *Lawyer*
Address *18 Paturoa Rd*
Titirangi AK7.

NH4 RK *[Signature]* MK *[Signature]*

U. JT

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SIGNED by Whakaaropai Rihari
in the presence of

Whakaaropai Rihari

Witness

Signature

DC Thomas

Occupation

Lawyer

Address

18 Paturoa Rd

Titirangi AK 7

SIGNED by Wiremu Heihei
in the presence of

Papa Wiremu Heihei

Witness

Signature

DC Thomas

Occupation

Lawyer

Address

18 Paturoa Rd

Titirangi AK 7

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Schedule Six: Contribution to Funding

1. The parties acknowledge the Crown will contribute \$85,000 to the engagement costs of Te Rūnanga o Ngāti Rēhia. This contribution will be paid in instalments for the achievement of specified milestones in the engagement process as set out in clause 3 of this schedule.
2. Te Rūnanga of Ngāti Rēhia will adhere to Te Arawhiti – the Office for Maori Crown Relations' claimant funding policy guidelines. In particular, before each instalment of claimant funding is approved, Te Rūnanga of Ngāti Rēhia will provide the Crown with invoices that demonstrate that the previous instalment of claimant funding was applied to the permitted engagement expenses set out in clause 4 of this schedule.
3. This contribution is to cover costs associated with entering Terms of Engagement, engagement with hapū (including overlapping interests engagement), engagement with the Crown on the terms of any agreement, establishing a governance entity, and ratification processes. This may include the following activities:
 - a. legal and other technical advice;
 - b. travel and meetings;
 - c. facilitation and consultation; and
 - d. project management and administration costs.
4. Te Arawhiti will pay the contribution in three instalments:
 - a. \$51,000.00 on signing of terms of engagement between the Crown and Te Rūnanga o Ngāti Rēhia to enable engagement with hapū;
 - b. \$25,500.00 on initialling an agreement reached regarding the potential transfer of Kororipo Pā Historic Reserve; and
 - c. \$8,500.00 upon signing a deed of transfer of Kororipo Pā Historic Reserve.

