**NGĀTIKAHU KI WHANGAROA**

**and**

**[*Governance entity*]**

**and**

**THE CROWN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DEED OF SETTLEMENT OF**

**HISTORICAL CLAIMS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[****DATE]***

purpose of this deed

This deed:

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

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DEED OF SETTLEMENT

**THIS DEED** is made between

**NGĀTIKAHU KI WHANGAROA**

**and**

**[*Governance entity*]**

**and**

**THE CROWN**

# background

**NEGOTIATIONS**

* 1. In 2001 Ngātikahu ki Whangaroa gave the the mandated body, Ngātikahu ki Whangaroa Trust Board, a mandate to negotiate a deed of settlement with the Crown.
  2. The Crown recognised the mandate of the mandated body on 20 September 2001.
  3. The mandated body and the Crown:
     1. by terms of negotiation dated 19 October 2004, agreed the scope, objectives and general procedures for the negotiations;
     2. by agreement dated 22 December 2007, agreed, in principle, that Ngātikahu ki Whangaroa and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement;
     3. following a period of further negotiations, acknowledge the agreement referred to in 1.3.2 was refined as outlined in an offer letter from the Crown to the mandated body dated 3 July 2014;
     4. agree, that on 7 July 2014, the mandated body agreed to the offer and the agreement referred to in 1.3.2 was refined (the **agreement in principle**); and
     5. have now negotiated and initialled a final deed of settlement.

**ratification and approvalS**

* 1. Ngātikahu ki Whangaroa have, since the initialling of the deed of settlement by the mandated body, by a majority of:
     1. [***percentage***]%, ratified this deed and approved its signing on their behalf by [the governance entity][a minimum of [***number***] of] the mandated signatories]; and
     2. [***percentage***]%, approved the governance entity receiving the redress.
  2. Each majority referred to in clause 1.4 is of valid votes cast in a ballot by eligible members of Ngātikahu ki Whangaroa.
  3. The governance entity approved entering into, and complying with, this deed by [***process (resolution of trustees etc)***] on [***date***].
  4. The Crown is satisfied:
     1. with the ratification and approvals of Ngātikahu ki Whangaroa referred to in clause 1.4; and
     2. with the governance entity’s approval referred to in clause 1.6; and
     3. the governance entity is appropriate to receive the redress.

**AGREEMENT**

* 1. Therefore, the parties:
     1. in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and
     2. agree and acknowledge as provided in this deed.

# HISTORICAL ACCOUNT

* 1. The Crown's acknowledgement and apology to Ngātikahu ki Whangaroa in part 3 are based on this historical account.
  2. [***Historical account***].

# ACKNOWLEDGEMENT AND APOLOGY

**ACKNOWLEDGEMENT**

* 1. [***Acknowledgment***]

**APOLOGY**

* 1. [***Apology***].

# SETTLEMENT

**ACKNOWLEDGEMENTS**

* 1. Each party acknowledges that:
     1. the other parties have acted honourably and reasonably in relation to the settlement; but
     2. full compensation of Ngātikahu ki Whangaroa is not possible;
     3. Ngātikahu ki Whangaroa intends their foregoing of full compensation to contribute to New Zealand’s development; and
     4. the settlement is intended to enhance the ongoing relationship between Ngātikahu ki Whangaroa and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
  2. Ngātikahu ki Whangaroa acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

**SETTLEMENT**

* 1. Therefore, on and from the settlement date:
     1. the historical claims are settled;
     2. the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
     3. the settlement is final.
  2. Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

**Redress**

* 1. The redress, to be provided in settlement of the historical claims:
     1. is intended to benefit Ngātikahu ki Whangaroa collectively; but
     2. may benefit particular members, or particular groups of members, of Ngātikahu ki Whangaroa if the governance entity so determines in accordance with the governance entity’s procedures.

**IMPLEMENTATION**

* 1. The settlement legislation will, on the terms provided by sections [  ] to [  ] of the draft settlement bill:
     1. settle the historical claims;
     2. exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;
     3. provide that the legislation referred to in section [  ] of the draft settlement bill does not apply:
        1. to a cultural redress property; or
        2. for the benefit of Ngātikahu ki Whangaroa or a representative entity;
     4. require any resumptive memorial to be removed from a computer register for, a cultural redress property;
     5. provide that the rule against perpetuities and the Perpetuities Act 1964 does not:
        1. apply to a settlement document; [or]
        2. [prescribe or restrict the period during which:
           1. the trustees of the [Trust], being the governance entity, may hold or deal with property;
           2. the Trust may exist; and]
     6. require the Secretary for Justice to make copies of this deed publicly available.
  2. Part 1 of the general matters schedule provides for other action in relation to the settlement.

# CULTURAL REDRESS

**OVERLAY CLASSIFICATION**

* 1. The settlement legislation will, on the terms provided by sections [  ] to [  ] of the draft settlement bill:
     1. declare Whakaangi (as shown on deed plan [**number**]) being the Whakaangi Scenic Reserve) is subject to an overlay classification;
     2. provide the Crown’s acknowledgement of the statement of Ngātikahu ki Whangaroa's values in relation to the site;
     3. require the New Zealand Conservation Authority, or a relevant conservation board:
        1. when considering a conservation management strategy, conservation management plan or national park management plan, in relation to the site, to have particular regard to the statement of Ngātikahu ki Whangaroa's values for the site; and
        2. before approving a conservation management strategy, conservation management plan or national park management plan in relation to the site, to:
           1. consult with the governance entity; and
           2. have particular regard to its views as to the effect of the conservation management strategy, conservation management plan or national park management plan on Ngātikahu ki Whangaroa's values for the site; and
     4. enable the making of regulations and bylaws in relation to the site.
  2. The statement of Ngātikahu ki Whangaroa's values and the Director-General’s actions are in part [x] of the documents schedule.
  3. The parties agree the provision of the overlay classification over Whakaangi to the governance entity in accordance with clause 5.1 will not prevent the Crown from entering into and giving effect to another settlement for the same or similar cultural redress.

**STATUTORY ACKNOWLEDGEMENT**

* 1. The settlement legislation will, on the terms provided by sections [  ] to [  ] of the draft settlement bill:
     1. provide the Crown’s acknowledgement of the statements by Ngātikahu ki Whangaroa of their particular cultural, spiritual, historical, and traditional association with the following areas:
        1. Paekauri Conservation Area (as shown on deed plan [***number***]);
        2. the Coastal Marine Area adjacent to the area of interest (as shown on deed plan [***number***]);
        3. part of the Oruaiti River (as shown on deed plan [***number***]); and
        4. Akatārere Historic Reserve (as shown on deed plan [***number***]);
     2. require relevant consent authorities, the Environment Court and the Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
     3. require relevant consent authorities to forward to the governance entity:
        1. summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and
        2. 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
     4. enable the governance entity, and any member of Ngātikahu ki Whangaroa, to cite the statutory acknowledgement as evidence of Ngātikahu ki Whangaroa’s association with an area.
  2. The statements of association are in part [x] of the documents schedule.

**DEED OF RECOGNITION**

* 1. The Crown must, by or on the settlement date, provide the governance entity with a copy of a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to Akatārere (as shown on deed plan [**number**]).
  2. The area that the deed of recognition relates to includes only those parts of the area owned and managed by the Crown.
  3. The deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within the area that the deed relates to:
     1. consult the governance entity; and
     2. have regard to its views concerning Ngātikahu ki Whangaroa 's association with the area as described in a statement of association.

**PROTOCOLS**

* 1. Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:
     1. the conservation protocol; and
     2. the taonga tūturu protocol.
  2. A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

**FORM AND EFFECT OF DEED OF RECOGNITION AND PROTOCOLS**

* 1. The deed of recognition and protocols will be:
     1. in the form in part [x] of the documents schedule; and
     2. issued under, and subject to, the terms provided by sections [  ] to [  ] of the draft settlement bill.
  2. A failure by the Crown to comply with the deed of recognition or a protocol is not a breach of this deed.

**CULTURAL REDRESS PROPERTIES**

* 1. The settlement legislation will vest in the governance entity on the settlement date:

***In fee simple***

* + 1. the fee simple estate in each of the following sites:
       1. Pukeānginga/Kiwitahi Urupā;
       2. Temahani Urupā;
       3. Opakau Urupā;
       4. Pear Tree Bay;
       5. Thomson Block; and
       6. Clarke Block;

***In fee simple subject to a conservation covenant***

* + 1. the fee simple estate in each of the following sites, subject to the governance entity providing a registrable conservation covenant in relation to that site in the form in part [6] of the documents schedule:
       1. Taemaro to Tokomata;
       2. Paekauri;

***As a historic reserve***

* + 1. the fee simple estate in Kowhairoa Peninsula, as a historic reserve, with the governance entity as the administering body;

***As a [reserve] subject to a conservation covenant***

* + 1. the fee simple estate in Waihi Bay [*subject to reserve status to maintain conservation values including public access*], subject to the governance entity providing a registrable conservation covenant in relation to that site in the form in part [6] of the documents schedule.
  1. **[***Placeholder pending discussions with NKKWTB and Ngati Aukiwa Working Party. To include text to provide for paragraph 17 of the Agreement in Principle (relating to properties in 5.13.1(e). 5.13.1(f) and Stony Creek Station)***]**.
  2. Each cultural redress property is to be:
     1. as described in schedule [x] of the draft settlement bill; and
     2. vested on the terms provided by:
        1. sections [  ] to [  ] of the draft settlement bill; and
        2. part 2 of the property redress schedule; and
     3. subject to any encumbrances, or other documentation, in relation to that property:
        1. required by clauses 5.13 or 5.14 to be provided by the governance entity; or
        2. required by the settlement legislation; and
        3. in particular, referred to by schedule [x] of the draft settlement bill.

**OFFICIAL GEOGRAPHIC NAMES**

* 1. The settlement legislation will, from the settlement date provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4.

|  |  |  |  |
| --- | --- | --- | --- |
| **Existing Name** | **Official geographic name** | **Location (NZTopo50 and grid references)** | **Geographic feature type** |
| Berghan Point | Te Whatu / Berghan Point | AU27 510365 | Point |
| Paikauri | Paekauri | AU27 565303 | Hill |
| Akatere | Akatārere | AU28 606262 | Hill |
| Stony Stream | Waikōhatu | AU27 578079 - AV27 569232 | Stream |
| Unnamed peninsula | Kōwhairoa Peninsula | AU28 658267 - AU28 690259 | Peninsula |
| Ranfurly Bay | Kohatupapaa / Ranfurly Bay | AV28 684259 - AV28 688259 | Bay |
| Rere Bay | Te Rere Bay | AV28 662256 - AV28 667257 | Bay |
| Pa Island | Matanehunehu Island | AU28 646301 | Island |
| Waitepipi Bay | Waitepipī Bay | AU28 670265 | Bay |
| Unnamed feature | Te Komanga Bay | AU28 667263 - AU28 666261 | Bay |
| Saint Peters | Hopekako | AV28 673227 | Hill / Pā |

* 1. The settlement legislation will provide for the official geographic names on the terms provided by sections [  ] to [  ] of the draft settlement bill.

**CHANGE OF NAMES OF SITES WITHIN CONSERVATION LAND**

* 1. The parties agree that:
     1. the settlement legislation will, on the terms provided by [section xx of the draft settlement bill], change the name of Akatere Historic Reserve to Akatārere Historic Reserve; and
     2. the Crown will take the steps necessary to change on the settlement date the name of Paikauri Conservation Area to Paekauri Conservation Area.

**PROMOTION OF RELATIONSHIP WITH LOCAL AUTHORITIES**

* 1. Prior to the settlement date, the Director of the Office of Treaty Settlements will write to the Northland Regional Council and the Far North District Council encouraging each council to enter into a memorandum of understanding (or a similar document) with the governance entity in relation to enhancing an ongoing relationship between each council and Ngātikahu ki Whangaroa.

**LETTER OF RECOGNITION**

* 1. The Minister for Primary Industries (the **Ministry**) recognises that:
     1. Ngātikahu ki Whangaroa as tangata whenua are entitled to have input and participation in fisheries management processes that relate to fish stocks in their area of interest and that are subject to the Fisheries Act 1966; and
     2. Ngātikahu ki Whangaroa as tangata whenua have a special relationship with all species of fish, aquatic life and seaweed within their area of interest and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
  2. The Director-General of the Ministry will write a letter of recognition to the governance entity outlining:
     1. that the Ministry recognises Ngātikahu ki Whangaroa as tangata whenua within their area of interest and has a special relationship with all species of fish, aquatic life and seaweed within their area of interest;
     2. how Ngātikahu ki Whangaroa can have input and participation into the Ministry's fisheries planning processes; and
     3. how Ngātikahu ki Whangaroa can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest.
  3. The Crown must, by or on the settlement date, procure that the Director-General of the Ministry will write such letter of recognition to the governance entity.

**CULTURAL FUND**

* 1. On the settlement date the Crown will pay to the governance entity $300,000.00. The governance entity intends to use some or all of such amount for the development and implementation of a historic reserve management plan for the Kowhairoa Peninsula.

**[JOINT ADVISORY COMMITTEE IN RESPECT OF MATAKARAKA]**

* 1. [*To insert*]

**CULTURAL REDRESS GENERALLY NON-EXCLUSIVE**

* 1. 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.

.

# fINANCIAL REDRESS

**FINANCIAL REDRESS**

* 1. The Crown must pay the governance entity on the settlement date $2,900,000.00, being the financial redress amount of $6,200,000.00 less the on-account payments referred to in clauses 6.2 and 6.3.

**ON-ACCOUNT PAYMENTS**

* 1. The parties acknowledge that on [insert date] the Crown paid $300,000.00 to the governance entity on account of the settlement.
  2. Within ten (10) business days of the date of this deed, the Crown will pay $3,000,000.00 to the governance entity on account of the financial redress amount.

# SETTLEMENT Legislation, CONDITIONS AND TERMINATION

**SETTLEMENT LEGISLATION**

* 1. The Crown must propose the draft settlement bill for introduction to the House of Representatives.
  2. The [settlement legislation/ name of draft bill] will provide for all matters for which legislation is required to give effect to this deed of settlement.
  3. The [draft settlement bill/ name of draft bill] proposed for introduction to the House of Representatives:
     1. must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Governments Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings and conventions; and
     2. must be in a form that is satisfactory to Ngātikahu ki Whangaroa and the Crown.
  4. Ngātikahu ki Whangaroa and the governance entity must support the passage of the [name of draft bill/settlement legislation] through Parliament.

**SETTLEMENT CONDITIONAL**

* 1. This deed, and the settlement, are conditional on the settlement legislation coming into force.
  2. However, the following provisions of this deed are binding on its signing:
     1. clauses 6.3, 7.4 to 7.10:
     2. paragraph 1.3, and parts 4 to 7, of the general matters schedule.

**EFFECT OF THIS DEED**

* 1. This deed:
     1. is "without prejudice" until it becomes unconditional; and
     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.
  2. Clause 7.7 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

**TERMINATION**

* 1. The Crown or the governance entity may terminate this deed, by notice to the other, if:
     1. the settlement legislation has not come into force within 36 months after the date of this deed; and
     2. the terminating party has given the other party at least 40 business days notice of an intention to terminate.
  2. If this deed is terminated in accordance with its provisions:
     1. this deed (and the settlement) are at an end; and
     2. subject to this clause, this deed does not give rise to any rights or obligations; and
     3. this deed remains "without prejudice"; but
     4. the parties intend that the on-account payments are taken into account in any future settlement of the historical claims.

# GENERAL, DEFINITIONS AND INTERPRETATION

**GENERAL**

* 1. The general matters schedule includes provisions in relation to:
     1. the implementation of the settlement;
     2. the Crown's:
        1. payment of interest in relation to the settlement; and
        2. tax indemnities in relation to redress;
     3. giving notice under this deed or a settlement document; and
     4. amending this deed.

**HISTORICAL CLAIMS**

* 1. In this deed, **historical claims**:
     1. means every claim (wherever the claim occurs, including any claims relating to matters outside the area of interest, whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngātikahu ki Whangaroa, 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:
        1. is, or is founded on, a right arising:
           1. from the Treaty of Waitangi or its principles; or
           2. under legislation; or
           3. at common law, including aboriginal title or customary law; or
           4. from fiduciary duty; or
           5. otherwise; and
        2. arises from, or relates to, acts or omissions before 21 September 1992:
           1. by, or on behalf of, the Crown; or
           2. by or under legislation; and
     2. includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Ngātikahu ki Whangaroa or a representative entity, including the following claims:
        1. Wai 116 - Taemaro Land claim; and
        2. Wai 912 - Ngātikahu ki Whangaroa Lands and Resources claim; and
     3. includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Ngātikahu ki Whangaroa or a representative entity, including the following claims:
        1. Wai 45 - Muriwhenua Lands claim;
        2. Wai 58 – Whangaroa Lands and Fisheries claim;
        3. Wai 230 - Matauri and Putataua Bays claim;
        4. Wai 258 – Whangaroa Lands claim;
        5. Wai 262 - Indigenous Flora and Fauna claim.
  2. However, **historical claims** does not include the following claims:
     1. a claim that a member of Ngātikahu ki Whangaroa, or a whānau, hapū or group referred to in clause 8.6.2, may have that is, or is founded on, a right arising as a result of being descended from an tupuna who is not referred to in clause 8.6.1:
     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 8.3.1.
  3. To avoid doubt, the settlement of the historical claims of Ngātikahu ki Whangaroa [, including wai xxx,] does not affect the right of iwi, hapū or whānau who are members of Ngātikahu ki Whangaroa to apply for the recognition of protected customary rights or customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.
  4. To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

**NGĀTIKAHU KI WHANGAROA**

* 1. In this deed, **Ngātikahu ki Whangaroa** means:
     1. the collective group composed of individuals who descend from one or more of Ngātikahu ki Whangaroa’s tupuna; and
     2. every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 8.6.1, including the following groups:
        1. Ngāti Aukiwa;
        2. Te Hoia;
        3. Kaitangata;
        4. Te Pohotiare;
        5. Ngāti Rangimatamomoe;
        6. Ngāti Roha; and
        7. Ngāti Rua; and
     3. every individual referred to in clause 8.6.1.
  2. For the purposes of clause 8.6.1:
     1. a person is **descended** from another person if the first person is descended from the other by:
        1. birth; or
        2. legal adoption[; or
        3. Māori customary adoption in accordance with Ngātikahu ki Whangaroa's tikanga (Māori customary values and practices);] and
     2. **Ngātikahu ki Whangaroa's** **tupuna** means an individual who exercised customary rights by virtue of being descended from:
        1. Kahukuraariki; or
        2. a recognised tupuna of any of the groups referred to in clause 8.6.2; and

who exercised customary rights predominantly in relation to Ngātikahu ki Whangaroa's area of interest any time after 6 February 1840.

* + 1. **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including:
       1. rights to occupy land; and
       2. rights in relation to the use of land or other natural or physical resources.

**MANDATED BODY AND SIGNATORIES**

* 1. In this deed:
     1. **mandated body** means the Ngātikahu ki Whangaroa Trust Board
     2. **mandated signatories** means the following individuals:
        1. [***name, town or city of residence, occupation***]; and
        2. [***name, town or city of residence, occupation***].

**ADDITIONAL DEFINITIONS**

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

**INTERPRETATION**

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

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

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of | ) |  |
| **NGĀTIKAHU KI WHANGAROA** by the mandated signatories | )  ) |  |
| in the presence of: | ) |  |
|  |  | [ |
|  |  |  |
| Signature of Witness |  |  |
|  |  | [            ] |
|  |  |  |
| Witness Name |  |  |
|  |  | [            ] |
|  |  |  |
| Occupation |  |  |
|  |  | [            ] |
|  |  |  |
| Address |  |  |
|  |  | [            ] |

|  |  |  |
| --- | --- | --- |
| **SIGNED** by | ) |  |
| **the [governance entity]** | ) |  |
| in the presence of: | ) |  |
|  |  | [            ] |
|  |  |  |
| Signature of Witness |  |  |
|  |  | [            ] |
|  |  |  |
| Witness Name |  |  |
|  |  | [            ] |
|  |  |  |
| Occupation |  |  |
|  |  | [            ] |
|  |  |  |
| Address |  |  |
|  |  | [            ] |

*[this may need to be amended to individual signing clauses for each trustee]*

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of | ) |  |
| **THE CROWN** by the Minister for | ) |  |
| Treaty of Waitangi Negotiations | ) |  |
| in the presence of: | ) |  |
|  |  | Hon Christopher Finlayson |
|  |  |  |
| Signature of Witness |  |  |
|  |  |  |
|  |  |  |
| Witness Name |  |  |
|  |  |  |
|  |  |  |
| Occupation |  |  |
|  |  |  |
|  |  |  |
| Address |  |  |

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of | ) |  |
| **THE CROWN** by the Minister of Finance | ) |  |
| (only in relation to the tax indemnities) | ) |  |
| in the presence of: | ) |  |
|  |  | Hon Simon William English |
|  |  |  |
| Signature of Witness |  |  |
|  |  |  |
|  |  |  |
| Witness Name |  |  |
|  |  |  |
|  |  |  |
| Occupation |  |  |
|  |  |  |
|  |  |  |
| Address |  |  |