

NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST

and

THE CROWN

**SECOND DEED TO AMEND
NGĀ HAPŪ O NGĀTI RANGINUI
DEED OF SETTLEMENT**

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**SECOND DEED TO AMEND NGĀ HAPŪ O NGĀTI RANGINUI
DEED OF SETTLEMENT**

THIS DEED is made on the 18th day of OCTOBER 2015

BETWEEN

THE TRUSTEES OF THE NGĀ HAPŪ NGĀTI RANGINUI SETTLEMENT TRUST

AND

THE CROWN

1. BACKGROUND

- A. The trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust (the "**governance entity**") and the Crown are parties to:
- (a) a Deed of Settlement of Historical Claims dated 21 June 2012; and
 - (b) a Deed to Amend the Deed of Settlement of Historical Claims dated 26 September 2014,
- (together, the "**Deed of Settlement**").
- B. Since the signing of the Deed of Settlement, Ngā Hapū o Ngāti Ranginui, Ngāi te Rangi, Ngāti Pūkenga, the Tauranga Moana Iwi Collective Limited Partnership and the Crown have entered into the Tauranga Moana Collective Deed dated 21 January 2015 (the "**TMIC collective deed**"). The TMIC collective deed specifies the collective redress that the iwi comprising TMIC will receive from the Crown. TMIC and the Crown have agreed that the legislation that gives effect to the Tauranga Moana Framework, being part of the collective redress under the TMIC collective deed, will be separate from the TMIC legislation.
- C. The governance entity and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 5.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This deed takes effect when it is properly executed by the parties.

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:

1.2.1 is amended by making the amendments set out in Schedule 1 to this deed; but

1.2.2 remains unchanged except to the extent provided by this deed.

DEFINITIONS AND INTERPRETATION

- 1.3 Unless the context otherwise requires:

1.3.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and

1.3.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.

COUNTERPARTS

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



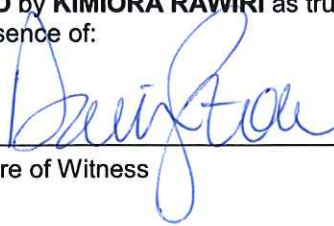
SECOND DEED TO AMEND NGĀ HAPŪ O NGĀTI RANGINUI DEED OF SETTLEMENT

SIGNED as a Deed to Amend on 18th day of OCTOBER 2015

SIGNED by KIMIORA RAWIRI as trustee, in the presence of:)



Kimiora Rawiri
Ngāti Hangarau


Signature of Witness

Witness Name **Damian Hohepa Stone**
Solicitor
WELLINGTON

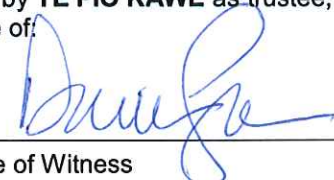
Occupation

Address

SIGNED by TE PIO KAWE as trustee, in the presence of:)



Te Pio Kawe
Ngāi Te Ahi


Signature of Witness

Witness Name **Damian Hohepa Stone**
Solicitor
WELLINGTON

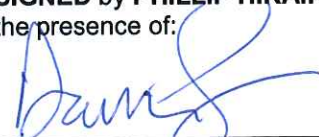
Occupation

Address

SIGNED by PHILLIP HIKAIRO as trustee, in the presence of:)



Phillip Hikairo
Wairoa hapū


Signature of Witness

Witness Name **Damian Hohepa Stone**
Solicitor
WELLINGTON

Occupation

Address



SECOND DEED TO AMEND NGĀ HAPŪ O NGĀTI RANGINUI DEED OF SETTLEMENT

SIGNED by ROB URWIN as trustee, in the presence of:)



Signature of Witness



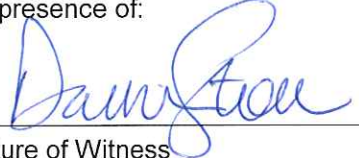
Rob Urwin
Ngāi Tamarāwaho

Witness Name **Damian Hohepa Stone**
Solicitor
WELLINGTON

Occupation

Address

SIGNED by RHESA JASON AKE as trustee, in the presence of:)



Signature of Witness



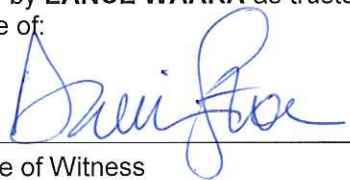
Rhesa Jason Ake
Pirirākau

Witness Name **Damian Hohepa Stone**
Solicitor
WELLINGTON

Occupation

Address

SIGNED by LANCE WAAKA as trustee, in the presence of:)



Signature of Witness



Lance Waaka
Ngāti Ruahine

Witness Name **Damian Hohepa Stone**
Solicitor
WELLINGTON

Occupation

Address



SECOND DEED TO AMEND NGĀ HAPŪ O NGĀTI RANGINUI DEED OF SETTLEMENT

SIGNED by STEPHANIE TAIAPA as trustee,)
in the presence of:)

Signature of Witness

Stephanie Taiapa
Ngāti Taka

Witness Name **Damian Hohepa Stone**

Solicitor

WELLINGTON

Occupation

Address

SIGNED by MIKERE WAIRUA as trustee, in)
the presence of:)

Mikere Wairua
Ngāti Te Wai

Signature of Witness

Witness Name **Damian Hohepa Stone**

Solicitor

WELLINGTON

Occupation

Address

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

Honourable Christopher Finlayson

Signature of Witness

PATRICK SOUTHEE

Witness Name

PUBLIC SERVANT

Occupation

WELLINGTON

Address

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and reference	Amendment
New clauses 8.2 – 8.6	<p>The following new clauses, and their associated heading, are inserted immediately after clause 8.1.2:</p> <p>"TAURANGA MOANA FRAMEWORK</p> <p>8.2 The parties acknowledge that this deed and the TMIC collective deed provide for the redress in relation to the Tauranga Moana. However, despite clause 4.3 of this deed, the parties further acknowledge that the settlement legislation and the TMIC legislation do not yet provide for this redress.</p> <p>8.3 The parties agree that the Tauranga Moana Framework will be provided for in separate legislation to be introduced to the House of Representatives as soon as the following matters have been resolved to the satisfaction of TMIC and the Crown, and in accordance with the principles of Te Tiriti o Waitangi / the Treaty of Waitangi:</p> <p>8.3.1 whether a process is required and, if so the nature of that process, for resolving the disagreements referred to in Part 1, paragraph 10.3 of the Appendix to Part 3 of the TMIC legislative matters schedule;</p> <p>8.3.2 how such legislation will provide for the participation of two or more iwi with recognised interests in Tauranga Moana through one seat on the Tauranga Moana Governance Group (as provided in Part 1, paragraph 1.1.5 of the Appendix to Part 3 of the TMIC legislative matters schedule); and</p> <p>8.3.3 the scope of the area marked as 'A' on the Tauranga Moana Framework plan in the TMIC attachments.</p> <p>8.4 The Crown agrees to negotiate in good faith, as soon as reasonably practicable, and to resolve the matters referred to in clauses 8.3.1 to 8.3.3. So long as the Crown negotiates in good faith, as soon as reasonably practicable to resolve the matters referred to in clauses 8.3.1 to 8.3.3, Ngā Hapū o Ngāti Ranginui and the governance entity agree that the Crown shall not be in breach of this deed or the TMIC collective deed if the Tauranga Moana Framework has not been provided for in separate legislation.</p> <p>8.5 Clauses 8.3 and 8.4 do not exclude the jurisdiction of the Court, tribunal</p>

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Current part and reference	Amendment
	<p>or other judicial body in respect of the process in clauses 8.3 or 8.4.</p> <p>8.6 Ngā Hapū o Ngāti Ranginui, the governance entity and the Crown agree that the Tauranga Moana Framework is a critical element of the settlement. Ngā Hapū o Ngāti Ranginui and the governance entity consider, but without in any way derogating from clause 4.3, that the settlement is not complete until the separate legislation providing for the Tauranga Moana Framework comes into force."</p>

General Matters Schedule

Current part and reference	Amendment
Paragraph 6.1	<p>After the definition of "Pūwhenua Forest Lease", the following new definition is inserted:</p> <p>"recognised interests for the purposes of clause 8.3.2 has the meaning set out in Part 1, Appendix to Part 3 of the TMIC legislative matters schedule; and".</p>
Paragraph 6.1	<p>After the definition of "Te Kapu o Waitaha", the following new definitions are inserted:</p> <p>"Tauranga Moana has the meaning given to "Tauranga Moana" and "moana" in the TMIC collective deed; and</p> <p>Tauranga Moana Framework is the redress referred to in the TMIC collective deed; and</p> <p>Tauranga Moana Governance Group has the meaning given to it in the TMIC legislative matters schedule; and".</p>
Paragraph 6.1	<p>After the definition of "TMIC or Tauranga Moana Iwi Collective", the following new definition is inserted:</p> <p>"TMIC attachments means the attachments to the TMIC collective deed; and".</p>
Paragraph 6.1, definition of " TMIC collective deed "	<p>The definition of "TMIC collective deed" is deleted and replaced with the following:</p> <p>"TMIC collective deed means the Tauranga Moana Collective Deed between Ngā Hapū o Ngāti Ranginui, Ngāi te Rangī, Ngāti Pūkenga, the Tauranga Moana Iwi Collective Limited Partnership and the Crown dated 21 January 2015; and".</p>
Paragraph 6.1	<p>After the definition of "TMIC collective deed", the following new definitions are inserted:</p> <p>"TMIC legislative matters schedule means the legislative matters schedule to the TMIC collective deed; and</p> <p>TMIC legislation has the meaning given to "collective legislation" in the</p>

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Current part and reference	Amendment
	general matters schedule to the TMIC collective deed; and".

