

TE KĀHUI O TARANAKI

and

THE CROWN

**DEED TO AMEND
TARANAKI IWI
DEED OF SETTLEMENT**

DEED TO AMEND TARANAKI IWI DEED OF SETTLEMENT

THIS DEED is made on the *21st* day of *December* 2015

BETWEEN

TE KĀHUI O TARANAKI TRUST

AND

THE CROWN

1. BACKGROUND

- A. Te Kāhui o Taranaki Trust (the "**Te Kāhui**") and the Crown are parties to a Deed of Settlement dated 5 September 2015 (the "**Deed of Settlement**").
- B. The Te Kāhui and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with paragraph 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 the parties are not signatories to the original or same counterpart.

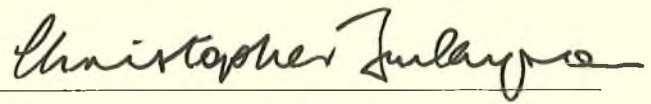
DEED TO AMEND TARANAKI IWI DEED OF SETTLEMENT

SIGNED as a deed on

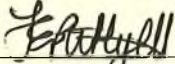
2015

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

FERN WOOLDRIDGE HYETT

Witness Name

PRIVATE SECRETARY (TREATY)

Occupation

WELLINGTON.

Address

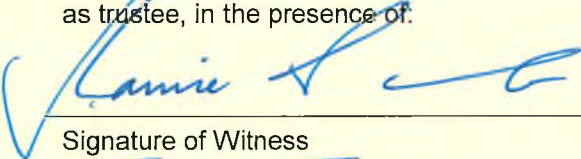
SIGNED by the trustees of the TE KĀHUI O TARANAKI TRUST

SIGNED by TOKATUMOANA KEVIN
WALDEN
as trustee, in the presence of:

)
)



Tokatumoana Kevin Walden



Signature of Witness

Jamie Tunta

Witness Name

Māori Trustee

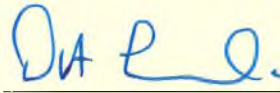
Occupation

70 82 Cable Street, Wellington

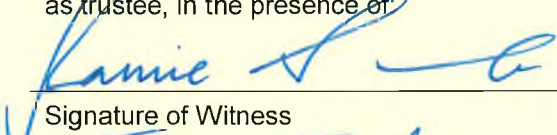
Address

SIGNED by DAVID ALLAN TAMATEA
as trustee, in the presence of:

)
)



David Allan Tamatea



Signature of Witness

Jamie Tunta

Witness Name

Māori Trustee

Occupation

70 82 Cable St, Wellington

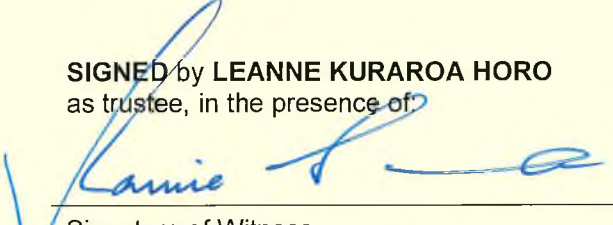
Address

DEED TO AMEND TARANAKI IWI DEED OF SETTLEMENT

SIGNED by LEANNE KURAROA HORO
as trustee, in the presence of:



Leanne Kuraroa Horo



Signature of Witness

Tamie Tunta

Witness Name

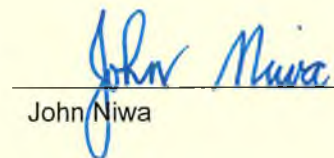
Māori Trustee

Occupation

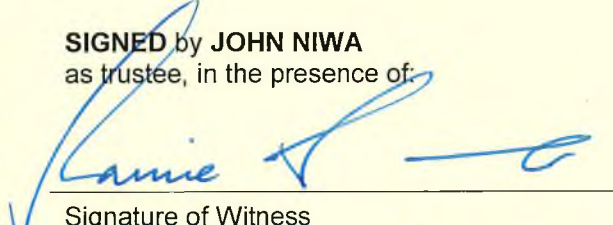
70 & 2 Cable St, Wellington

Address

SIGNED by JOHN NIWA
as trustee, in the presence of:



John Niwa



Signature of Witness

Tamie Tunta

Witness Name

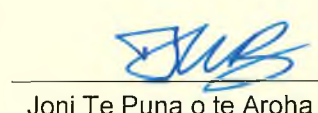
Māori Trustee

Occupation

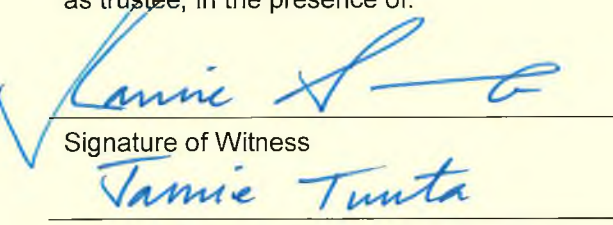
70 & 2 Cable Street, Wellington

Address

SIGNED by JONI TE PUNA O TE AROHA
SUSAN WANO-BRYANT
as trustee, in the presence of:



Joni Te Puna o te Aroha Susan Wano-Bryant



Signature of Witness

Tamie Tunta

Witness Name

Māori Trustee

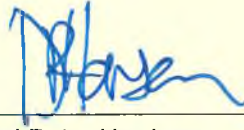
Occupation

70 & 2 Cable Street, Wellington

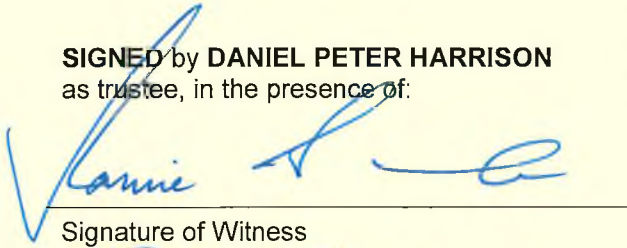
Address

DEED TO AMEND TARANAKI IWI DEED OF SETTLEMENT

SIGNED by DANIEL PETER HARRISON
as trustee, in the presence of:



Daniel Peter Harrison



Signature of Witness

Jamie Tunta

Witness Name

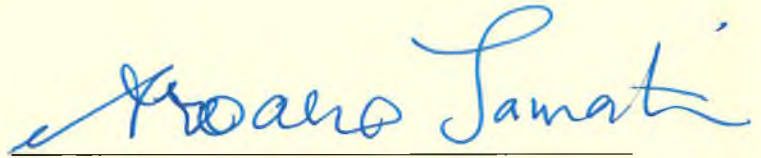
Māori Trustee

Occupation

70 82 Cable St, Wellington

Address

SIGNED by TE AROARO O PARITUTU
FIONA PATRICIA TAMATI
as trustee, in the presence of:



Te Aroaro o Paritutu Fiona Patricia Tamati

Signature of Witness

Jamie Tunta

Witness Name

Māori Trustee

Occupation

70 82 Cable St, Wellington

Address

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current reference	Amendment
Clause 5.28	The phrase "Subject to clause 5.29" in clause 5.28 is deleted and the following sentence is added to the end of the clause: "To avoid doubt the deemed transfer referred to in this clause 5.28 shall not take effect until those properties have vested in the trustees of Te Kotahitanga o Te Ātiawa Trust under the Te Ātiawa settlement legislation."
Clause 5.29	Clause 5.29 is deleted, and the words "Clause not used" are inserted.
Clause 5.30	The words "or vested" and "or 5.29, as the case may be," in clause 5.30 are deleted.
Clause 5.31	The words "or vesting, as the case may be," in clause 5.31 are deleted.
Clause 5.38.2	The phrase "(with the exception of that property described as Headlands South)" is added to clause 5.38.2 immediately after "post settlement redress property".
New clause 5.38.2A	The following new clause is added immediately after clause 5.38.2: "5.38.2A in relation to the post settlement redress property described as Headlands South, section 102 of the draft settlement bill will provide that, immediately before the transfer of that property to Te Kāhui: (a) any reservation of that property as a reserve subject to the Reserves Act 1977 is revoked; (b) sections 24 and 25 of the Reserves Act 1977 will not apply to the revocation of the reserve status; and (c) the property will vest in the South Taranaki District Council on revocation of the reserve status; and"
Clause 5.42.2	Clause 5.42.2 is deleted and replaced with the following: "5.42.2 part of the Tataraimaka Pa Historic Reserve (with the exception of that part of the property described as Tataraimaka Pā) to Tataraimaka Urupā Historic Reserve;"
New clauses 7.13 and 7.14	The following new clauses, and their associated heading, are added immediately after clause 7.12.5: "RECOGNITION OF NEW MANDATED IWI ORGANISATION 7.13 The Crown has received written confirmation from Te Ohu Kai Moana Trustee Limited that it is satisfied that, for the purposes of the Maori Fisheries Act 2004, the requirements for recognition of Te Kāhui as the

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Current reference	Amendment
	<p>MIO for Taranaki Iwi have been met.</p> <p>7.14 The settlement legislation will, on the terms set out in sections 150A to 150C of the draft settlement bill:</p> <p>7.14.1 provide that Te Kāhui is the MIO for Taranaki Iwi (listed as Taranaki in Schedule 3 of the Maori Fisheries Act 2004), in place of the Taranaki Iwi Trust, as if Te Kāhui were recognised as the MIO under section 13(1) of that Act;</p> <p>7.14.2 confirm that Taranaki Iwi Fisheries Limited is the asset-holding company of Te Kāhui under the Maori Fisheries Act 2004; and</p> <p>7.14.3 provide for certain consequential matters arising from the recognition of Te Kāhui as the MIO for Taranaki Iwi."</p>

General Matters Schedule

Current reference	Amendment
Paragraph 6.1	<p>After the definition of "main body of this deed", the following new definition is inserted:</p> <p style="padding-left: 40px;">"Mandated Iwi Organisation and MIO have the meaning given to "mandated iwi organisation" in section 5 of the Maori Fisheries Act 2004; and".</p>
Paragraph 6.1	<p>After the definition of "Te Kotahitanga o Te Ātiawa Trust", the following new definition is inserted:</p> <p style="padding-left: 40px;">"Te Ohu Kai Moana Trustee Limited means the company established by section 33 of the Maori Fisheries Act 2004; and".</p>

Attachments

Current reference	Amendment
Part 6, "Headlands South"	<p>The "Reserve Status" column of the post settlement redress property described as "Headlands South" is amended by inserting the following:</p> <p style="padding-left: 40px;">"Recreation Reserve subject to section 17 Reserves Act 1977".</p>