

**THE TRUSTEES OF NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT
TRUST**

and

THE TRUSTEES OF NGĀI TE RANGI SETTLEMENT TRUST

and

THE TRUSTEES OF TE TĀWHARAU O NGĀTI PUKENGA TRUST

and

TAURANGA MOANA IWI COLLECTIVE LIMITED PARTNERSHIP

and

THE CROWN

**DEED TO AMEND THE
TAURANGA MOANA IWI COLLECTIVE DEED**

DEED TO AMEND THE TAURANGA MOANA IWI COLLECTIVE DEED

THIS DEED is made on the 1 day of November 20 15

BETWEEN

THE TRUSTEES OF NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST

AND

THE TRUSTEES OF NGĀI TE RANGI SETTLEMENT TRUST

AND

THE TRUSTEES OF TE TĀWHARAU O NGĀTI PUKENGA TRUST

AND

TAURANGA MOANA IWI COLLECTIVE LIMITED PARTNERSHIP

AND

THE CROWN

1. BACKGROUND

- A. The trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust, the trustees of Te Tāwharau o Ngāti Pukenga Trust, the trustees of Ngāi Te Rangi Settlement Trust, the Tauranga Moana Iwi Collective Limited Partnership and the Crown are parties to the Tauranga Moana Iwi collective deed dated 21 January 2015 (the "**collective deed**").
- B. The parties wish to enter into this deed to formally record, in accordance with paragraph 4.1 of the general matters schedule of the collective deed, certain amendments to the collective deed.

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 COLLECTIVE DEED

- 1.2 The collective deed:
 - 1.2.1 is amended by making the amendments set out in Schedule 1 and Appendices 1 to 3 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 "parties" means the parties referred to in paragraph A of the background and the Crown;
 - 1.3.2 terms or expressions defined in the collective deed have the same meanings in this deed; and
 - 1.3.3 the rules of interpretation in the collective deed 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.

DEED TO AMEND TAURANGA MOANA IWI COLLECTIVE DEED

SIGNED as a Deed to Amend on _____ day of _____ 20

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

SIGNED by the TRUSTEES OF NGĀ HAPŪ O NGĀTI RANGINUI SETTLEMENT TRUST

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



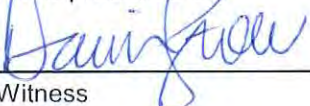
Signature of Witness

)
)
) 

Kimiora Rawiri
(Ngāti Hangarau)

Witness Name: _____
Occupation: **Damian Hohepa Stone**
Solicitor
Address: **WELLINGTON**

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




Signature of Witness

)
)
) 


Te Pio Kawe
(Ngāi Te Ahi)

Witness Name: _____
Occupation: **Damian Hohepa Stone**
Solicitor
Address: **WELLINGTON**

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




Signature of Witness

)
)
) 


Rob Urwin
(Ngāi Tamarāwaho)

Witness Name: _____
Occupation: **Damian Hohepa Stone**
Solicitor
Address: **WELLINGTON**

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



Signature of Witness

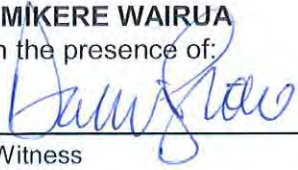
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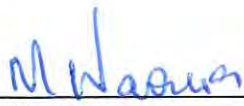
Lance Waaka
(Ngāti Ruahine)

Witness Name: _____
Occupation: **Damian Hohepa Stone**
Solicitor
Address: **WELLINGTON**

DEED TO AMEND TAURANGA MOANA IWI COLLECTIVE DEED

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



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)
) 

Mikere Wairua
(Ngāti Te Wai)

Signature of Witness

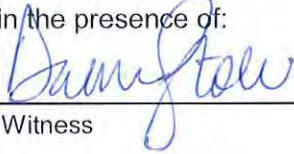
Witness Name:

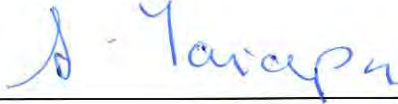
Occupation:

Address:

Damian Hohepa Stone
Solicitor
WELLINGTON

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



)
)
) 

Stephanie Taiapa
(Ngāti Taka)

Signature of Witness

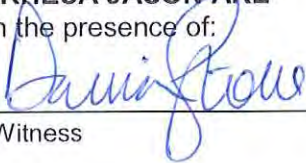
Witness Name:

Occupation:

Address:

Damian Hohepa Stone
Solicitor
WELLINGTON

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



)
)
) 

Rhesa Jason Ake
(Pirirākau)

Signature of Witness

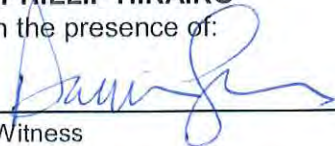
Witness Name:

Occupation:

Address:

Damian Hohepa Stone
Solicitor
WELLINGTON

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



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)
) 

Phillip Hikairo
(Wairoa hapū)

Signature of Witness

Witness Name:

Occupation:

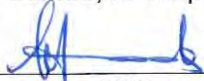
Address:

Damian Hohepa Stone
Solicitor
WELLINGTON


DEED TO AMEND TAURANGA MOANA IWI COLLECTIVE DEED

SIGNED by the
TRUSTEES OF NGĀI TE RANGI SETTLEMENT TRUST

SIGNED by CHARLIE TAWHIAO
as trustee, in the presence of:



Signature of Witness

)
)
) 
Charlie Tawhiao

Witness Name: Angelina Samuels

Occupation: Administrator

Address: 166a Darraghs Rd, Tauranga

SIGNED by MARGARET BROUGHTON
as trustee, in the presence of:



Signature of Witness

)
)
) 
Margaret Broughton

Witness Name: Angelina Samuels


Occupation: Administrator

Address: 166a Darraghs Rd, Tauranga

SIGNED by NGARAIMA TAINGAHAUE
as trustee, in the presence of:



Signature of Witness

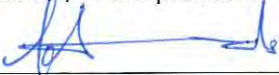
)
)
) 
Ngaraima Taingahaue

Witness Name: Angelina Samuels

Occupation: Administrator

Address: 166a Darraghs Rd, Tauranga

SIGNED by PUHIRAKE IHAKA
as trustee, in the presence of:



Signature of Witness

)
)
) 
Puhirake Ihaka

Witness Name: Angelina Samuels

Occupation: Administrator

Address: 166a Darraghs Rd, Tauranga

DEED TO AMEND TAURANGA MOANA IWI COLLECTIVE DEED

SIGNED by MATE SAMUELS
as trustee, in the presence of:



)
)
) 
Mate Samuels

Signature of Witness

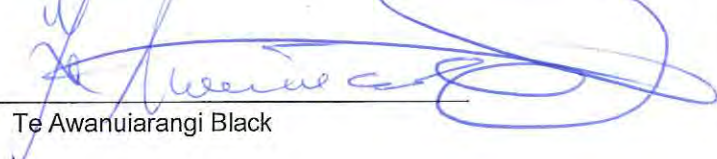
Witness Name: Angelina Samuels

Occupation: Administrator

Address: 166a Darraghs Rd, Tauranga

SIGNED by TE AWANUIARANGI BLACK
as trustee, in the presence of:



)
)
) 
Te Awanuiarangi Black

Signature of Witness


Witness Name: Angelina Samuels

Occupation: Administrator

Address: 166a Darraghs Rd, Tauranga

SIGNED by KALANI TARAWA
as trustee, in the presence of:



)
)
) 
Kalani Tarawa

Signature of Witness

Witness Name: Angelina Samuels

Occupation: Administrator

Address: 166a Darraghs Rd, Tauranga

SIGNED by TURI NGATAI
as trustee, in the presence of:



)
)
) 
Turi Ngatai

Signature of Witness

Witness Name: Angelina Samuels

Occupation: Administration

Address: 166a Darraghs Rd, Tauranga

DEED TO AMEND TAURANGA MOANA IWI COLLECTIVE DEED

SIGNED by **EDDIE BLUEGUM**
as trustee, in the presence of:



)
)
)



Eddie Bluegum

Signature of Witness

Witness Name: Angelina Samuels

Occupation: Administrata

Address: 1660 Darraugh's Rd, Tauranga

SIGNED by **NGARETA TIMUTIMU**
as trustee, in the presence of:



)
)
)



Ngareta Timutimu

Signature of Witness

Witness Name: Angelina Samuels

Occupation: Administrator

Address: 1660 Darraugh's Rd, Tauranga

SIGNED by **BEVAN TAIKATO**
as trustee, in the presence of:



)
)
)



Bevan Taikato

Signature of Witness

Witness Name: Angelina Samuels

Occupation: Administrator

Address: 1660 Darraugh's Rd, Tauranga

SIGNED by the TRUSTEES OF TE TĀWHARAU O NGĀTI PŪKENGĀ TRUST

SIGNED by JOCELYN ANNE MIKAERE-HOLLIS

as trustee, in the presence of:



Signature of Witness

)
)
) 
Jocelyn Anne Mikaere-Hollis

Witness Name: Archie Donna Gray

Occupation: General manager

Address: Tauranga

SIGNED by JUNE ELIZABETH PITMAN

as trustee, in the presence of:



Signature of Witness

)
)
) 
June Elizabeth Pitman

Witness Name: Yvette Barbara Nicholls

Occupation: Community Co-ordinator

Address: RD2 Silverdale, Auckland

SIGNED by REGINA REHINA BERGHAN

as trustee, in the presence of:



Signature of Witness

)
)
) 
Regina Rehina Berghan

Witness Name: STEPHANE HEWITT

Occupation: Nanny

Address: 295 Riddell Rd., Glendonc. Auckland

SIGNED by TURANGA HOTUROA BARCLAY-KERR

as trustee, in the presence of:



Signature of Witness

)
)
) 
Turanga Hoturoa Barclay-Kerr

Witness Name: Archie Donna Gray

Occupation: General manager

Address: Tauranga

DEED TO AMEND TAURANGA MOANA IWI COLLECTIVE DEED

SIGNED by DAWN RIRIA WIHONGI
as alternate trustee, in the presence of:

)
) *D. R. Wihongi*
) Dawn Riria Wihongi

[Signature]
Signature of Witness

Witness Name: *Archa Donna Gray*
Occupation: *General manager*
Address: *Tauranga*

SIGNED by DONNA WAIMIHI TUKARIRI
as alternate trustee, in the presence of:

)
) *Donna W. Tukariri*
) Donna Waimihi Tukariri

[Signature]
Signature of Witness

Witness Name: *Alexis Nankivell*
Occupation: *Payroll Officer*
Address: *7535 State Highway 1 Ohacawai*
RD2 Kaitiaki

SIGNED by HORI MOANAROA PARATA
as alternate trustee, in the presence of:

)
) *[Signature]*
) Hori Moanaroa Parata

[Signature]
Signature of Witness

Witness Name: *Samantha Ropana*
Occupation: *Administration*
Address: *121 port Rd, Whangarei*

SIGNED by WHAKARONGOTAI KARIN MARGARET HOKOWHITU
as alternate trustee, in the presence of:

)
) *[Signature]*
) Whakarongotai Karin Margaret Hokowhitu

[Signature]
Signature of Witness


Witness Name: *Archa Donna Gray*
Occupation: *General Manager*
Address: *Tauranga*

SIGNED by
TAURANGA MOANA IWI COLLECTIVE GENERAL PARTNERSHIP LIMITED as general
partner on behalf of TAURANGA MOANA IWI COLLECTIVE LIMITED PARTNERSHIP:

SIGNED by ROB URWIN

) 
) _____
Rob Urwin, Director

SIGNED by MARU SAMUELS

) 
) _____
Maru Samuels, Director

SIGNED by DOMINIC WILSON

) 
) _____
Dominic Wilson, Director

SCHEDULE 1**AMENDMENTS TO THE DEED OF SETTLEMENT****Deed of Settlement**

Current part and reference	Amendment
Table of Contents	The heading of part 6 is amended to read: "Collective legislation, TMF legislation, conditions and termination".
Clauses 2.11.1 and 2.13	In each of these clauses, the word "collective" is deleted and replaced with "TMF".
Clause 2.11.3	This clause is amended by the insertion of "TMF" immediately before the words "settlement date".
Clause 2.22	The words "The collective legislation will provide that the part of the collective legislation that gives effect to part 3 of the legislative matters schedule" in this clause are deleted and replaced with "The TMF legislation will provide that it".
Clause 2.22.1	In this clause, the word "clauses" is deleted and replaced with the word "clause".
Clause 2.26	This clause is deleted and replaced with: "The TMF legislation will provide that it will be interpreted in a manner that best furthers the matters set out in clauses 2.23 and 2.24".
Part 6	The heading of this part is amended to read: "Collective legislation, TMF legislation, conditions and termination".
Clause 6.2	This clause is amended by inserting "(but not part 2 of this deed)" immediately after the words "give effect to this deed".
Clause 6.2.1	This clause is amended by inserting "(but not part 3 of that schedule)" immediately after the words "legislative matters schedule".
Clause 6.2A	The following new clause is inserted immediately after clause 6.2: "The Crown must propose the TMF legislation for introduction to the House of Representatives as soon as reasonably practicable."
Clause 6.2B	The following new clause is inserted immediately after new clause 6.2A: "The TMF legislation will provide for all matters for which legislation is required to give effect to part 2 of this deed and part 3 of the legislative matters schedule."
Clause 6.3, 6.3.2 and 6.4	Each of these clauses are amended by inserting the words "and the TMF legislation" immediately after the words "collective legislation".
Clause 6.5	This clause is deleted and replaced with the following clause:

Current part and reference	Amendment
	<p>"This deed is conditional on a representative entity of each of the Tauranga Moana iwi having –</p> <ul style="list-style-type: none"> (a) been ratified by the iwi and established; and (b) been approved by the Crown as being an entity properly ratified and representative of the iwi; and (c) become a limited partner of the collective entity."
Clause 6.5A	<p>The following new clause is inserted immediately after new clause 6.5: "This deed (but not part 2 of this deed) is conditional on the collective legislation coming into force."</p>
Clause 6.5B	<p>The following new clause is inserted immediately after new clause 6.5A: "Part 2 of this deed is conditional on the TMF legislation coming into force."</p>
Clause 6.6	<p>This clause is deleted and replaced with the following clause: "The Crown, or the collective entity, by notice to the other, may terminate this deed –</p> <ul style="list-style-type: none"> (a) in its entirety, if the condition in clause 6.5 has not been satisfied within 6 months after the date of this deed; or (b) in respect of all parts other than part 2 and the provisions required to give effect to part 2, if the collective legislation has not come into force within 30 months after the date of this deed; or (c) in respect of part 2 and the provisions required to give effect to part 2, if the TMF legislation has not come into force within 30 months of the date of this deed; and (d) the terminating party has given the other party at least 20 business days' notice of an intention to terminate."

General Matters Schedule

Current part and reference	Amendment
Paragraph 5.1	<p>The definition of collective documentation is amended by inserting the words "and the TMF legislation", after the words "collective legislation".</p> <p>The definition of Crown redress is amended by deleting the word "settlement" and replacing it with the word "collective".</p> <p>The definition of cultural redress is amended by inserting the words "and the TMF legislation," after the words "collective legislation".</p> <p>The following new definition of TMF legislation is inserted immediately after taxable supply as follows:</p>

Current part and reference	Amendment
	<p>“TMF legislation means, the bill proposed for introduction to the House of Representatives under clause 6.2A and, if that bill is passed, the resulting Act; and”.</p> <p>The following new definition is inserted immediately after new definition TMF legislation:</p> <p>“TMF settlement date means the date that is 40 business days after the date the TMF legislation comes into force; and”.</p>

Legislative matters schedule

Current part and reference	Amendment
Paragraph 1.1	The words “and the TMF legislation” are inserted at the end of the paragraph.
Paragraph 2.2	<p>The following new paragraph is inserted immediately after paragraph 2.1:</p> <p>“2.2 The TMF legislation is to provide that –</p> <p style="padding-left: 40px;">2.2.1 its title is the [Tauranga Moana Iwi Framework Collective Redress Act []]; and</p> <p style="padding-left: 40px;">2.2.2 it comes into force on the day after the date on which it receives the Royal assent; and</p> <p style="padding-left: 40px;">2.2.3 its purpose is to give effect to part 2 of the collective deed; and</p> <p style="padding-left: 40px;">2.2.4 it binds the Crown.”</p>
Part 3 and Parts 1 and 2 of the Appendix	All references in this part and its appendix to “collective legislation” are deleted and replaced with “TMF legislation”.
Paragraph 7.1	<p>This paragraph is to be deleted and replaced as follows:</p> <p>“the collective legislation and the TMF legislation are to provide that it is Parliament’s intention that each is interpreted in a manner that best furthers the agreements expressed in the deed;”.</p>
Paragraph 7.3	<p>This paragraph is deleted and replaced as follows:</p> <p>“7.3 Actions or matters occurring under –</p> <p style="padding-left: 40px;">7.3.1 the collective legislation are to occur and take effect on and from the settlement date, except if the collective legislation requires an action or matter to take effect on another date; and</p> <p style="padding-left: 40px;">7.3.2 the TMF legislation is to occur and take effect on and from the TMF settlement date, except if the TMF legislation</p>

Current part and reference	Amendment
	requires an action or matter to take effect on another date.”
Paragraph 7.5.1	The reference to “paragraph 8.5.2” is deleted and replaced with “paragraph 7.5.2”.