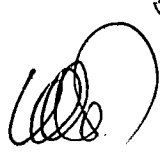


TE AUPOURI

and

THE CROWN

**DEED TO AMEND
TE AUPOURI
DEED OF SETTLEMENT**

M.V.
R.H. 
R.H. *TK*

DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

THIS DEED is made on the 14 day of DECEMBER 2013

BETWEEN

TE AUPOURI ("Te Aupouri")

AND

TE RŪNANGA NUI O TE AUPOURI TRUST ("the governance entity")

AND

THE CROWN



PJ
R. J. W.
H. N.
L
HK
2.11

1. BACKGROUND

- A. Te Aupouri and the Crown are parties to a Deed of Settlement dated 28 January 2012 ("**Deed of Settlement**").
- B. Te Aupouri and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 4.1 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 and Appendices 1 to 6 to this deed; but

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

DEFINITIONS AND INTERPRETATION

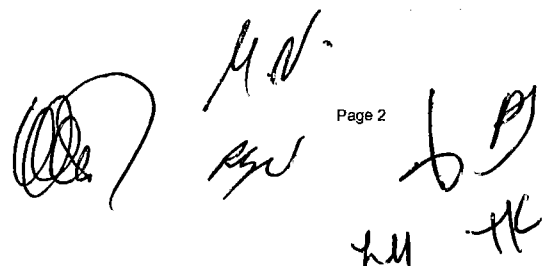
- 1.3 Unless the context otherwise requires:

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

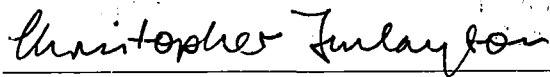
- 1.4 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

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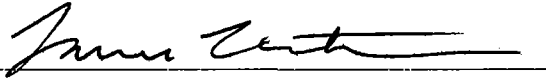
DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

SIGNED as a Deed to Amend on 14 December 2013

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



Witness Name:



Occupation:



Address:

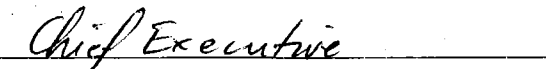
SIGNED by the Trustees of the
TE RŪNANGA NUI O TE AUPOURI TRUST
in the presence of:



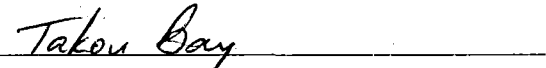
Signature of Witness



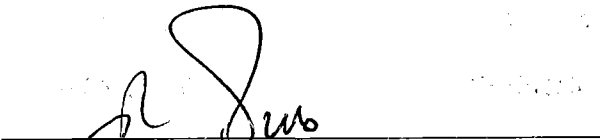
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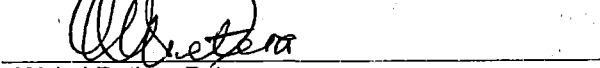
Occupation:



Address:



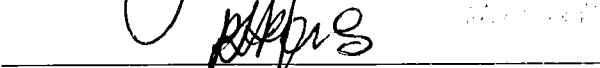
Raymond Subritzky



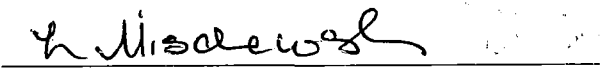
Waitai Ratima Petera



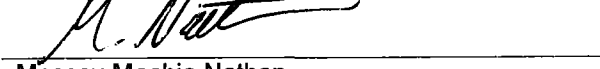
Tui Elizabeth Kapa



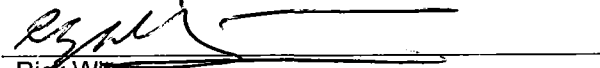
Peter-Lucas Kaaka Jones



Louise Kathleen Mischewski



Massey Maahia Nathan



Riek Witana

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement


Current Part and clause reference	Amendment
Throughout the deed, general matters schedule, documents schedule, property redress schedule and the attachments	Replace all references to "Te Aupōuri" with "Te Aupouri".
Part 3, clause 3.48	Insert a macron on the word "urupā" so that it reads as follows: "They explained that Motuopao was an important urupā and wāhi tapu, which meant it had to be excluded from the Muriwhenua block and Taylor's transaction."
Part 6, clause 6.126	Replace heading before clause 6.126 with the following: "Central and South Conservation Areas and Ninety Mile Beach Marginal Strip" . Replace clause 6.126 with the following: "6.126 The settlement legislation will provide that: 6.126.1 any part of the Central and South Conservation Areas and Ninety Mile Beach Marginal Strip (shown marked blue and green on the plan in part 6 of the attachments) below mean high water springs ceases to be a conservation area under the Conservation Act 1987; and 6.126.2 to avoid doubt, any part of the Central and South Conservation Areas and Ninety Mile Beach Marginal Strip below mean high water springs forms part of the common marine and coastal area."
Part 7, Manawhenua Statement, page 68, second paragraph	After the words "taiāwhiowhio noa" insert a fullstop, so that it reads as follows: "Ko tōku mana, ko tōku reo Māori ngā kaiwhakamārama i tōku mātauranga ki te taiao, rere ki uta, rere ki tai ā, taiāwhiowhio noa. Ko..."
Part 9, clause 9.1.5	Replace clause 9.1.5 with: "9.1.5 the fee simple estate in Te Tomo a Tāwhana (Twin Pā) sites as a historic reserve, subject to Te Rūnanga Nui trustees providing the Crown with a registrable right of way easement in relation to Te Tomo a Tāwhana (Twin Pā) sites in the form set out in part 6.7 of the documents schedule with Te Rūnanga Nui trustees as the administering body for the reserve; and"
Part 9, clause 9.35	Replace clause 9.35 with: "9.35 The Crown will pay Te Rūnanga Nui trustees \$380,000. This payment will be made on the balance cash payment date unless agreed otherwise. This payment is provided as redress in settlement of the historical claims and has been calculated having regard to the fact that Te Rūnanga Nui trustees may, at their discretion, apply that amount to pursue cultural aspirations."

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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

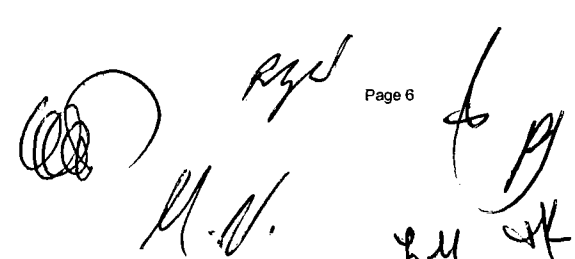
Current Part and clause reference	Amendment
Part 10, clause 10.1	Replace clause 10.1 with: "10.1 The Crown will pay Te Rūnanga Nui trustees on the partial cash payment date \$9,424,160, being 80% of \$11,780,200, being the financial and commercial redress amount of \$21,040,000 less: 10.1.1 the on-account payment of \$4,110,000 referred to in clause 10.2; and 10.1.2 \$5,149,800, being the total transfer values of the commercial redress properties being transferred to Te Rūnanga Nui trustees on the settlement date. 10.1A The Crown will pay Te Rūnanga Nui trustees on the balance cash payment date \$2,356,040, being the remaining 20% of \$11,780,200 referred to in clause 10.1."
Part 10, clause 10.2	Replace clause 10.2 with: "10.2 The parties acknowledge that on 7 February 2012 \$4,110,000 was paid to Te Rūnanga Nui trustees on account of the settlement."

Handwritten signatures and initials are present at the bottom right of the page. There are several distinct marks, including what appears to be a large circular signature, and various initials such as 'R.W.', 'P.J.', 'L.M.', and 'H.K.'.

DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current Part and clause reference	Amendment
Part 12, clauses 12.2 to 12.6	<p>Replace clauses 12.2 to 12.6 with new clauses 12.2 to 12.7 (with consequential re-numbering to the remainder of part 12):</p> <p>"12.2 The Crown must pay to Te Rūnanga Nui trustees:</p> <p>12.2.1 on the balance cash payment date, interest on the following amounts:</p> <p>(a) \$21,040,000, being the financial and commercial redress amount;</p> <p>(b) \$16,930,000, being the financial and commercial redress amount less the on-account payment; and</p> <p>(c) \$7,505,840, being the amount referred to in clause 12.2.1(b) less the amount of \$9,424,160 referred to in clause 10.1; and</p> <p>12.2.2 on the settlement date, interest on \$5,149,800 being the total transfer values of the commercial redress properties being transferred to Te Rūnanga Nui trustees on the settlement date.</p> <p>12.3 The interest under clause 12.2.1(a) is payable for the period:</p> <p>12.3.1 beginning on 16 January 2010 being the date of the Te Hiku agreement in principle; and</p> <p>12.3.2 ending on 6 February 2012 being the day before the on-account payment was made.</p> <p>12.4 The interest under clause 12.2.1(b) is payable for the period:</p> <p>12.4.1 beginning on 7 February 2012 being the date the on-account payment was made; and</p> <p>12.4.2 ending on the day before the partial cash payment date.</p> <p>12.5 The interest under clause 12.2.1(c) is payable for the period:</p> <p>12.5.1 beginning on the partial cash payment date; and</p> <p>12.5.2 ending on the day before the balance cash payment date.</p> <p>12.6 The interest under clause 12.2.2 is payable for the period:</p> <p>12.6.1 beginning on the balance cash payment date; and</p> <p>12.6.2 ending on the day before the settlement date.</p> <p>12.7 The interest amounts payable under clause 12.2 are:</p> <p>12.7.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;</p> <p>12.7.2 subject to any tax payable in relation to them; and</p> <p>12.7.3 payable after withholding any tax required by legislation to be withheld."</p>



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 Page 6
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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

General Matters Schedule

Current Part and paragraph reference	Amendment
Part 3, paragraph 3.6.2	Replace paragraph 3.6.2 with: "3.6.2 the Crown is: C/- The Solicitor-General Crown Law Office Level 3 The Justice Centre 19 Aitken Street PO Box 2858 Wellington 6011 Facsimile No. 04 473 3482".
Part 5, paragraph 5.1	After the definition of "authorised person", insert a new definition of " balance cash payment date " as follows: " balance cash payment date means a date that is: (a) no later than ten (10) business days after the date the Crown receives a request in writing from Te Rūnanga Nui trustees for the amounts payable by the Crown under clauses 10.1A, 12.2.1 and 9.35 (or, in respect of clause 9.35, any other date agreed between the parties) to be paid, such request to be made prior to the settlement date; and (b) no earlier than the Crown receives notice in writing from Te Rūnanga Nui trustees that the draft settlement bill is in a satisfactory form for introduction to Parliament;".
Part 5, Paragraph 5.1	After the definition of " deed plan ", insert a new definition of " deed to amend " as follows: " deed to amend means the deed to amend the deed of settlement signed by Te Rūnanga Nui trustees and the Crown in December 2013; and".
Part 5, paragraph 5.1	After the definition of " on-account payment ", insert a new definition of " partial cash payment date " as follows: " partial cash payment date means a date that is five (5) business days after the date the deed to amend was properly executed by Te Rūnanga Nui trustees and the Crown in respect of the amount payable by the Crown under clause 10.1; and".
Part 5, paragraph 5.1	Replace the definition of " settlement date " with: " settlement date means the date that is 60 business days after the date on which the settlement legislation comes into force; and".

H.N. L.

H.N. L.

DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Property Redress Schedule

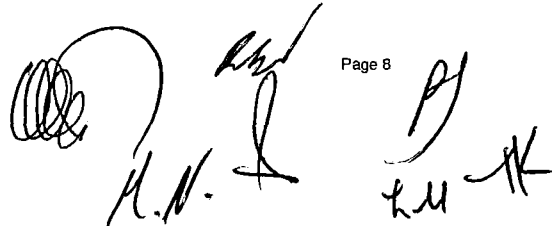
Part 5, paragraph 5.2	<p>Replace the address for LINZ with: "Level 7, Radio New Zealand House, 155 The Terrace PO Box 5501 Wellington 6011".</p> <p>Replace the address for the Office of Treaty Settlements with: "Level 3, The Justice Centre, 19 Aitken Street DX SX10111 Wellington 6140".</p>
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Documents Schedule

Current Part	Amendment
Part 2.3: Protocol with the Minister of Energy and Resources, Attachment B	<p>Insert "or" at the end of subparagraph 3.1.3.</p> <p>After subparagraph 3.1.3, insert a new subparagraph as follows: "3.1.4 affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (Section [number])."</p>
Part 3	Replace Part 3 with the Letter of Commitment attached as Appendix 1 to this deed.
Part 5, Statement of association between Te Aupouri and Kuaka (godwit)	<p>On page 114, paragraph 5 (after heading): replace the word "<i>cooperation</i>" with the word "<i>cooperation</i>" so it reads as follows: "Kuaka are central to Te Aupouri identity and revered as a symbol of unity, leadership and cooperation."</p>
Part 6.7	After part 6.7, insert Te Tomo a Tāwhana (Twin Pā) sites right of way easement attached as Appendix 2 to this deed to amend.

Attachments

Current Part	Amendment
Part 2.2	Replace the deed plan for Te Tomo a Tāwhana (Twin Pā) sites (OTS-091-34) with the deed plan attached as Appendix 3 to this deed to amend.
Part 2.2	Replace the deed plan for Beach site B (OTS-091-33) with the deed plan attached as Appendix 4 to this deed to amend.
Part 2.2	Replace the deed plan for Central and South Conservation Areas with the deed plan named Central and South Conservation Areas and Ninety Mile Beach Marginal Strip attached as Appendix 5 to this deed to amend.
Part 3	Replace Part 3 with the RFR land tables attached as Appendix 6 to this deed to amend.



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APPENDIX 1: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA

The Parties

1. The Parties to this letter of commitment ("Letter") are:

1.1 Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri; Te Aupouri; Ngāi Takoto; and Te Rarawa;

1.2 The Department of Internal Affairs/Te Tari Taiwhenua (the Department); and

1.3 The Museum of New Zealand, Te Papa Tongarewa ("Te Papa Tongarewa") together "the Parties".

A summary of the role and functions of each of the Parties is provided in Annex A.

2. Te Hiku o te ika iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:

2.1 Ngāti Kuri; and

2.2 Te Aupouri; and

2.3 Ngāi Takoto; and

2.4 Ngāti Kahu; and

2.5 Te Rarawa.

3. Although Ngāti Kahu is not a party to this Letter at the date of execution, Ngāti Kahu may become a party to this Letter at any time by giving one month's written notice to the parties.

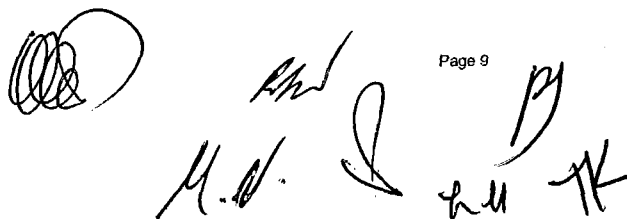
4. In the event that Ngāti Kahu is not a party to this Letter, the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this Letter and Te Hiku o Te Ika shall have a corresponding meaning.

Definitions

"Inventories" means list of information.

"Iwi parties" Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri; Te Aupouri; Ngāi Takoto; and Te Rarawa are for the purposes of this Letter of Commitment referred to as the "Iwi parties".

"Crown parties" The Department of Internal Affairs with a focus on the National Library of New Zealand and Archives New Zealand functions, and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the "Crown parties". A summary of the role and functions of each of the parties is provided in Annex A.



DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 1: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKI IWI TAONGA

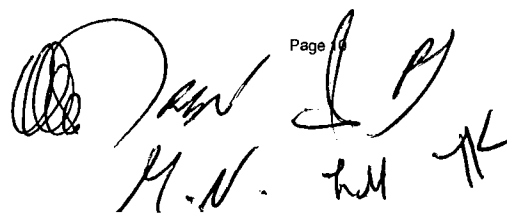
- "Deaccessioned" the permanent removal of an item from the collections of Te Papa Tongarewa.
- "National Library" National Library of New Zealand, Te Puna Mātauranga o Aotearoa (includes the Alexander Turnbull Library).
- "Taonga" Taonga includes but is not limited to artifacts, heirlooms, human remains, manuscripts, archives, records, information data (including multi-media formats such as sound, still and moving images).

Context

5. The Crown has signed deeds of settlement ("the Deeds of Settlement"), settling the historical claims of the following Te Hiku o Te Ika Iwi.
- 5.1 Ngāi Takoto
 - 5.2 Ngāti Kuri
 - 5.3 Te Aupouri
 - 5.4 Te Rarawa
6. Under the Deeds of Settlement, the Crown and the Iwi parties agreed to the development of this Letter to facilitate the;
- 6.1 care and management of;
 - 6.2 access to and use of;
 - 6.3 development and revitalisation of;
 - 6.4 involvement in agreed education initiatives associated with; and
 - 6.5 involvement in research undertaken by the Crown parties or jointly with the Iwi parties on;
- Te Hiku o Te Ika Iwi taonga whether held by Te Hiku o Te Ika whānau and hapū, or the Crown parties.
7. The Parties have entered into this Letter consistent with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
8. The Parties acknowledge that this common commitment is intended to support the contribution that the Parties make towards the shared vision between the Crown and the Iwi parties as set out at paragraph 12 and the achievement of the outcome set out at paragraph 15.
9. This Letter of Commitment is one of a suite of documents including the Social Accord and the Department portfolio agreement that together sets out the relationship expectations of and the commitments made between the Department of Internal Affairs and the Iwi parties. The specific expectations of and commitments made between Te Papa and the Iwi parties are set out in this Letter of commitment.

Purpose

10. The purpose of this Letter is to give greater definition to how the parties intend to develop an enduring relationship and collaborate on matters related to the care and

Page 10

M.N. H.M. JK

DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 1: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKI IWI TAONGA

management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga.

11. The Parties recognise the following matters, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
- 11.1: the significance of Te Hiku o Te Ika Iwi taonga to the maintenance and development of Te Hiku o Te Ika culture and to enriching the cultural life of New Zealand;
 - 11.2: that Te Hiku o Te Ika Iwi taonga is held and looked after by Te Hiku o Te Ika whānau, and hapū, and also by the Crown parties to this Letter;
 - 11.3: that active and meaningful engagement by the Crown parties with Te Hiku o Te Ika in the care and management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga is required as agreed in the work plans; and
 - 11.4: the need for an enduring and collaborative relationship to be developed between the Iwi parties and the Crown parties.

Vision

12. The Crown and the Iwi parties have a shared vision:

The communities, whānau, hapū and Iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.

Kia whiwhi nga hāpori, whānau, hapū me nga Iwi o Te Hiku o Te Ika i te oranga tonutanga, kia ranea.

13. The Parties will contribute to the achievement of the shared vision.
14. This vision recognises the important connection between Te Hiku whānau, hapū and Iwi, with their taonga and the importance of this relationship to the wellbeing of their people.

Outcome

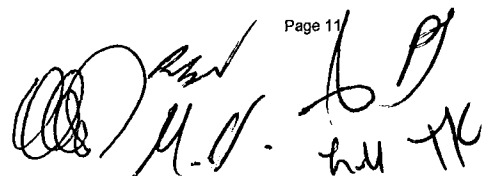
15. The Parties are committed to making a contribution to the following outcome:

Culturally strong Te Hiku o Te Ika: the members of Te Hiku o Te Ika Iwi have a strong and vital culture, history, language and identity; including the preservation and protection of taonga both tangible and intangible.

16. The Parties recognise that Te Hiku o Te Ika Iwi has responsibilities in relation to taonga that is both tangible and intangible, such as te reo Māori and Mātauranga Māori.
17. The Parties recognise that the department has responsibilities in relation to the preservation and protection of taonga that is tangible only.
18. The department will also contribute to other relevant outcomes as mutually agreed.

Effect

19. The Parties acknowledge that this Letter is not intended to constitute a contract between the parties or to be enforceable by law. However, the Parties are committed



DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 1: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKI IWI TAONGA

to working together in good faith in accordance with this Letter in order to make a contribution to the achievement of the vision and outcome set out above.

20. Resourcing of activities under this Letter will be within existing resource limits and align with the department's priorities and the Government priorities of the day.
21. The Iwi parties acknowledge that all agreements and commitments contained in this Letter are subject to the legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

Development of Work Plans

22. Within 12 months of the signing of this Letter, each of the Crown parties will confirm a single work plan with the Iwi parties on matters of collective importance that are consistent with the purpose of this Letter and, on a case by case basis, other matters as mutually agreed that may be specific to a single, or a cluster of, Iwi. The work plans may:
 - 22.1 provide the detail of the commitments agreed by the Iwi parties and each respective Crown party;
 - 22.2 set out a timetable and milestones for delivering on any agreed commitments;
 - 22.3 confirm the responsibilities for the various Parties in meeting the agreed commitments;
 - 22.4 identify a process for resolving any issues or disputes;
 - 22.5 identify key contact persons for the Parties;
 - 22.6 provide for mutually agreed outcomes; and
 - 22.7 provide for the work plans to be reviewed at an Annual Hui.
23. Final topics for the work plans will be mutually agreed by the Iwi parties and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the Parties.

Work Plan Topics

Work Plan Topics Shared by all Parties

24. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
25. Collaborative care and management of Te Hiku o Te Ika Iwi taonga held by Crown parties:
 - 25.1 to facilitate access for members Te Hiku o Te Ika Iwi to Te Hiku o Te Ika Iwi taonga.
 - 25.2 to provide advice and guidance on taonga and cultural heritage issues of importance to the Iwi parties.
 - 25.3 to work collaboratively with the Iwi parties, as far as reasonably practicable, to develop and maintain inventories for Te Hiku o Te Ika Iwi taonga.

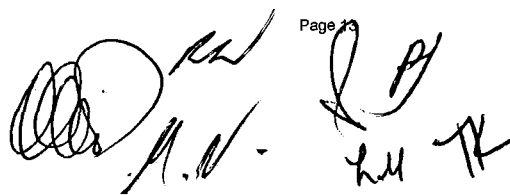
DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 1: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKI IWI TAONGA

- 25.4 to work collaboratively with the Iwi parties to research Te Hiku o Te Ika Iwi taonga.
- 25.5 to work with the Iwi parties to develop metadata for Te Hiku o Te Ika Iwi taonga.
- 25.6 to work collaboratively with the Iwi parties on taonga care, management, and storage.
- 25.7 to develop mutually beneficial research projects that enhance the understanding of Te Hiku o Te Ika Iwi taonga and Te Hiku o Te Ika Iwi culture.
26. Sharing knowledge and expertise associated with Te Hiku o Te Ika Iwi cultural heritage:
- 26.1 to share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues.
- 26.2 to share information relating to:
- 26.2.1 database use and research methodologies specific to, or that can be applied towards, Te Hiku o Te Ika Iwi taonga;
- 26.2.2 ways in which the Iwi parties can encourage the use of their taonga in community and education; and
- 26.2.3 the history and cultural significance of Te Hiku o Te Ika Iwi taonga where the Iwi parties consider it appropriate to share this information.
- 26.3 to work together on exhibition planning processes and related activities specific to Te Hiku o Te Ika Iwi taonga.
- 26.4 to seek advice from the Iwi parties, regarding specific policy and tikanga guidance as it relates to Te Hiku o Te Ika Iwi taonga on issues they consider appropriate to share.
27. Opportunities for increased learning and capacity building relating to Te Hiku o Te Ika Iwi taonga through:
- 27.1 conservation and training in taonga preservation;
- 27.2 collection management systems;
- 27.3 digitisation initiatives; and
- 27.4 training and development, with possible internships.

Work Plan Topics Specific to Crown parties

28. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

Page 13
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APPENDIX 1: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKI IWI TAONGA

Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand functions

29. Collaborative care and management of taonga:

- 29.1 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections.
- 29.2 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material.
- 29.3 to work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga.
- 29.4 to work with the Iwi parties to develop exhibition opportunities relating to Te Hiku o Te Ika Iwi taonga.
- 29.5 to provide the Iwi parties with the opportunity to share their mātauranga regarding key activities and events at National Library relating to Te Hiku o Te Ika Iwi taonga.

30. Sharing knowledge and expertise associated with Te Hiku o Te Ika Iwi taonga:

- 30.1 to share knowledge and expertise on known Te Hiku o Te Ika Iwi taonga held in New Zealand and overseas.
- 30.2 to broker relationships with New Zealand and international libraries and heritage organisations.

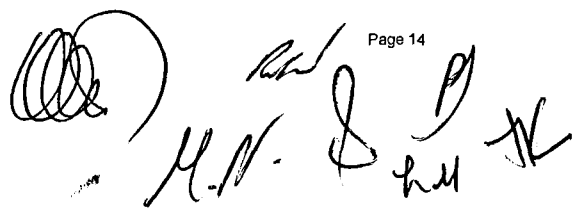
31. Education initiatives:

- 31.1 to share National Library knowledge and expertise related to literacy and learning.

Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function

32. Collaborative care and management of taonga:

- 32.1 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections.
- 32.2 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material.
- 32.3 to work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga.
- 32.4 to develop a process whereby Te Hiku o Te Ika Iwi taonga is identified and the Iwi parties have the opportunity to acquire such taonga in accordance with process set out in section 25 of the Public Records Act 2005.
- 32.5 to develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed.



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33. Monitoring delivery of service:

33.1 to develop processes to monitor the effectiveness of the relationship with and services to the Iwi parties in achieving outcomes mutually agreed in the work plans.

34. Analysis and reporting:

34.1 to prepare and prioritise a list of key questions to ask regularly in written reports to the Iwi parties which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

35. Advice for public offices and local authorities on access to Te Hiku o Te Ika Iwi taonga:

35.1 to consult with the Iwi parties, and advise public offices and local authorities on best practice in making access decisions for access to Te Hiku o Te Ika Iwi taonga held as public archives and local authority archives.

Work Plan Topics Particular to Te Papa Tongarewa

36. Te Papa Tongarewa will work with the Iwi parties in relation to the work plan topics set out in this section consistently with the principle of Mana Taonga which:

36.1 recognises the relationships between Iwi, hapū and whānau with their taonga; and

36.2 seeks the input of communities for guidance on how their taonga should be managed; cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae Rongomaraeroa; and

36.3 shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

37. Collaborative Care and Management of Taonga:

37.1 to maintain an inventory of Te Hiku o Te Ika Iwi taonga held at Te Papa Tongarewa.

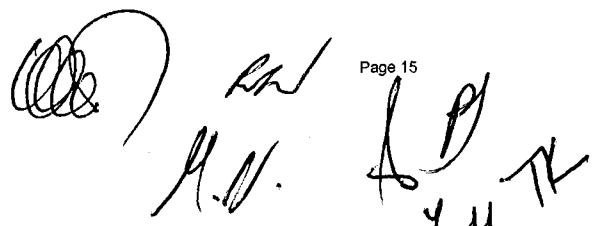
37.2 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections.

37.3 to work with the Iwi parties to facilitate the access of members of ngā Iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material.

37.4 to work with the Iwi parties to develop protocols concerning the use of and access of others to material relating to Te Hiku o Te Ika Iwi taonga. For example advising Te Hiku o Te Ika of any access restrictions to taonga required by donors and discussing when access to and/or use of taonga could be restricted.

37.5 to develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed.

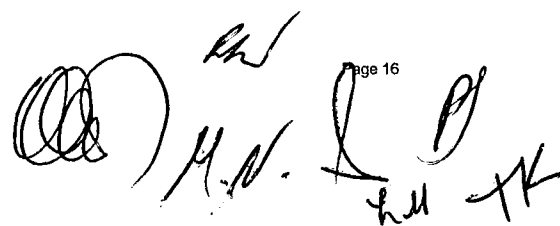
37.6 to work with the Iwi parties to develop exhibition opportunities.

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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

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- 37.7 to provide opportunities to promote Te Hiku o Te Ika Iwi artists at Te Papa Tongarewa.
38. Education and training initiatives:
- 38.1 to work with the Iwi parties regarding education initiatives including on how their stories may be included in existing resources and the development of new resources.
- 38.2 to work with the Iwi parties to develop training opportunities for members of ngā Iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika.
39. To provide the Iwi parties the opportunity to share their mātauranga regarding key activities and events at Te Papa Tongarewa:
- 39.1 to recognise the PGSEs of the Te Hiku o Te Ika Iwi as Iwi authorities for those Iwi in relation to taonga issues.
- 39.2 to recognise the priority that Te Hiku o Te Ika place on the acquisition of their taonga that is deaccessioned by Te Papa Tongarewa, and consult with them and provide them with the opportunity to acquire such taonga.
40. Sharing knowledge and expertise associated with Te Hiku o Te Ika cultural heritage kaupapa:
- 40.1 to share knowledge and expertise associated with Te Hiku o Te Ika Iwi cultural heritage kaupapa, including the following:
- 40.1.1 Legislation (e.g. the Protected Objects Act) museum policies and practices.
- 40.1.2 Visitor Market Research & Evaluation methodology and data.
- 40.1.3 Te Hiku o Te Ika Iwi taonga held in New Zealand and overseas.
- 40.2 to actively facilitate Te Hiku o Te Ika relationships with New Zealand and international museums, galleries and heritage organisations.
- 40.3 to actively facilitate opportunities for access and reconnection of Te Hiku o Te Ika Iwi taonga.
41. Te Papa Tongarewa and the Iwi parties will also work together on:
- 41.1 New Zealand Museum Standards Scheme.
- 41.2 Advice on cultural centre development.
- 41.3 Commercial Initiatives - (e.g. publications).
- 41.4 Iwi Exhibition partnership.
- 41.5 Contributing to a central portal - web links.

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Ongoing Relationships

42. The Parties agree to meet annually ("Annual Hui"), at a date to be mutually agreed.
43. The inaugural Annual Hui of the Parties will be held within 3 months of the signing of this Letter.
44. The Parties will jointly take responsibility for confirming the Annual Hui and hui agenda.
45. Each party will meet its own cost of attending the Annual Hui.

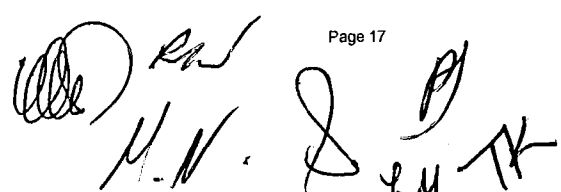
Communication

46. The Parties commit to:
- 46.1 maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;
- 46.2 as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
- 46.3 as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Letter and the practical tasks which flow from it;
- 46.4 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and
- 46.5 include a copy of this Letter on the Crown parties' websites.

Changes to Policy and Legislation Affecting this Letter

47. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Iwi parties on policy development or review which potentially affects Te Hiku o Te Ika Iwi taonga and provide for opportunities for the Iwi parties to contribute to such developments.
48. If any of the Crown parties consults with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown party shall:
- 48.1 notify the Iwi parties of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
- 48.2 provide the Iwi parties with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
- 48.3 approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the Iwi parties in relation to any of the matters that are subject to the consultation;

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48.4 use best endeavours to meet when requested by either party to discuss options to resolve concerns; and

48.5 advise the Iwi parties of the final outcome of any such consultation.

Dispute Resolution

49. In the event that the Parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of this Letter, then a meeting will be convened between the Trust and the Chief Executive and then the Minister of Internal Affairs or, in the case of Te Papa Tongarewa, the Chairperson of the Board with any party giving at least one month's notice of request for a meeting.

Review Provision

50. This Letter will be reviewed by the Parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this Letter. This review will take place at the Annual Hui of the Parties, to ensure that the commitments entered into in this Letter remain relevant and continue to capture the purpose of this Letter.

51. The Parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

Chairperson
Te Rūnanga o Ngāi Takoto:

Date:

Colin MacDonald
Chief Executive
Department of Internal Affairs
Te Tari Taiwhenua

Date:

Chairperson
Te Manawa O Ngāti Kuri Trust:

Date:

Mike Houlihan
Chief Executive
Museum of New Zealand
Te Papa Tongarewa

Date:

Chairperson
Te Runanga Nui o Te Aupouri Trust:

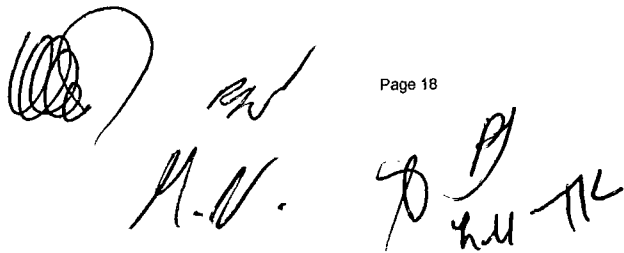
Date:

Rhonda Paku
Acting Kaihautū
Museum of New Zealand
Te Papa Tongarewa

Date:

Chairperson
Te Rūnanga o Te Rarawa:

Date:



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APPENDIX 1: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKI IWI TAONGA

Annex A: Description of the Iwi parties and summary of the role and functions of the Crown parties

Te Rūnanga Nui o Te Aupouri Trust

Te Rūnanga Nui o Te Aupouri Trust ("Te Rūnanga Nui") is the post-settlement governance entity for Te Aupouri. Te Rūnanga Nui is responsible for administering both the historical and fisheries settlements on behalf of the present and future members of Te Aupouri and through its subsidiaries, the commercial and social development of Te Aupouri. Prior to the establishment of Te Rūnanga Nui, Te Aupouri had been represented by a number of different iwi entities including the Aupouri Maori Trust Board, Te Aupouri Fisheries Trust and Te Rūnanga o Te Aupouri Incorporated. The last of the other entities will be wound up when the Te Aupouri Settlement Act is passed and Te Rūnanga Nui will then be the single iwi authority for Te Aupouri.

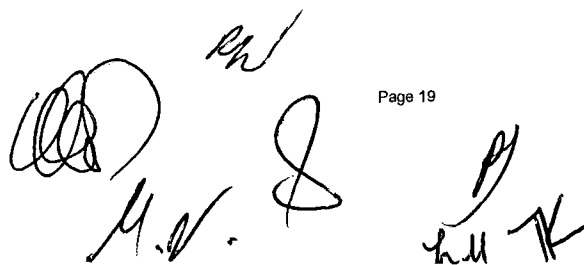
The Deed of Settlement between Te Aupouri and the Crown was signed on 28 January 2012, and it is expected that the Settlement Legislation will be enacted sometime in 2014. The Trust Deed and the Deed of Settlement are available from Te Rūnanga Nui offices or online at www.teaupouri.iwi.nz

Department of Internal Affairs, Te Tari Taiwhenua

1. The Department of Internal Affairs (the Department) serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering one Vote across seven Ministerial portfolios.
2. The Department's portfolios are Internal Affairs (including the Government Chief Information Office, the National Library and Archives New Zealand), Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector (including the Office for the Community and Voluntary Sector).
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
 - a. provides direct services to people, communities and government;
 - b. provides policy advice to government;
 - c. regulates peoples activity, encourages compliance and enforces the law; and
 - d. monitors performance.

Department of Internal Affairs National Library of New Zealand, Te Puna Mātauranga o Aotearoa functions

5. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.

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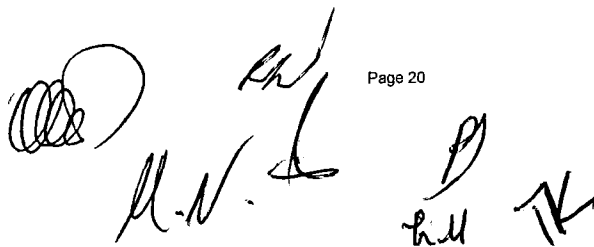
DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

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6. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003 ("Act"). Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
 - a. collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga; and
 - b. supplementing and furthering the work of other libraries in New Zealand; and
 - c. working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
7. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
 - a. to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga; and
 - b. to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
 - c. to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Department of Internal Affairs Archives New Zealand, Te Rua Mahara o te Kāwanatanga) functions

8. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.
9. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
10. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Te Hiku o Te Ika. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
11. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū, and community records. Archives New Zealand endeavours to improve access for Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
12. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of public records.



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13. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
14. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

The Museum of New Zealand Te Papa Tongarewa (Te Papa)

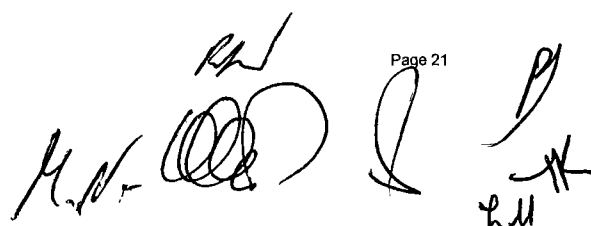
15. The Museum of New Zealand Te Papa Tongarewa, also known as Te Papa, was established by statute in 1992, replacing the former National Museum and National Art Gallery. Its purpose, as stated in the Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand the past, enrich the present and meet the challenges of the future".

16. The Museum of New Zealand Te Papa Tongarewa Act defines Te Papa's functions as to:

- a. collect works of art and items relating to history and the natural environment;
- b. be an accessible national depository for collections of art and items relating to history and the natural environment;
- c. develop, conserve and house securely the collections of art and items relating to history and the natural environment;
- d. exhibit, or make available for exhibition by other public art galleries, museums, and allied organisations, such material from its collections as the Board determines;
- e. conduct research into matters relating to the collections or associated areas of interest and to assist others in such research;
- f. provide an education service in connection with its collections;
- g. disseminate information relating to its collections, and to any other matters relating to the Museum and its functions;
- h. co-operate with and assist other New Zealand museums in establishing a national service, and in providing appropriate support to other institutions and organisations holding objects or collections of national importance;
- i. co-operate with other institutions and organisations having objectives similar to those of Te Papa;
- j. make best use of the collections in the national interest; and
- k. design, construct and commission any building or structure required by the Museum.

17. In performing its functions Te Papa must:

- a. have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;



DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 1: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKI IWI TAONGA

- b. endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European and other major traditions and cultural heritages and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity; and
- c. endeavour to ensure that the Museum is a source of pride for all New Zealanders.

Core Values

18. Te Papa is guided by the following core values:
 - a. Kaitiakitanga as guardian of the nation's collections;
 - b. Manaakitanga in caring for our communities;
 - c. Mātauranga through seeking and sharing knowledge and learning;
 - d. Whanaungatanga in caring for each other; and
 - e. Hiranga in aspiring to excellence.

Strategic Direction

19. Te Papa's vision for the future is e huri ngākau ana - changing hearts, e huri whakaaro ana - changing minds, and e huri oranga ana - changing lives. The Museum's role is to act as a forum for change in Aotearoa New Zealand. It is to help people form ideas about the world, through experiencing and sharing different perspectives, so that they can take action from an informed position.
20. At the heart of Te Papa's vision and long-term strategy are the philosophies of, Mana Taonga, Museology and Learning.

Mana Taonga

21. Mana Taonga encapsulates the relationship between people, taonga and narratives. It enables Te Papa to design and disseminate models of collaboration and co-creation that shares authority and control with iwi, whilst recognizing, embracing and representing the changing demographics of Aotearoa New Zealand.

Museology

22. Te Papa works in collaboration with communities and individuals to deliver experiences that are current, fast moving, impactful, meaningful and relevant nationally and globally,

Learning

23. Te Papa encourages experimentation that allows us to try new ideas and generate new knowledge, upon which we reflect and adapt our beliefs and actions, change behaviours and enhance our performance.
24. The aim is that all experiences in Te Papa engage and inspire people, and help them to learn how they can have a positive impact on Aotearoa New Zealand and the world.
25. In developing the vision and long-term strategy, Te Papa recognises that it is operating in a dynamic and diverse country. All Te Papa's activities are informed by an awareness of the value and significance of Tangata Whenua and all other peoples who have made Aotearoa New Zealand home.

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26. The strategic priorities outlined below present the greatest opportunity for effecting change. They also identify how Te Papa itself will develop and change in order to achieve its vision.

H. D. - [Signature]
[Signature] TK

DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 1: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKI IWI TAONGA

Strategic priorities

Perspectives	Impact on the nation - strategic priorities		
<i>To reflect New Zealand's identities, past, present, and future, both nationally and internationally, Te Papa will prioritise the following.</i>	Accessing all areas Te Papa will share its collections, skills, and knowledge with the diverse communities across Aotearoa New Zealand and overseas.	Being a forum for the future As a cultural and intellectual leader, Te Papa will signpost pathways to the future by initiating, hosting and engaging in debates that explore a wide range of contemporary issues.	Housing the treasures Taonga (treasures), within the guardianship of Te Papa will be at the heart of the Museum's activities.
<i>To preserve taonga (treasures), and nurture exploration, curiosity and debate, Te Papa will prioritise the following.</i>	Saving the planet Te Papa will engage and excite by conducting leading edge research and by communicating and modelling environmentally responsible practices that are smart, accessible, and inspiring.	Connecting with people Te Papa will make learning an engaging and entertaining experience. Te Papa will set the highest possible standards for an integrated and welcoming experience.	Sharing authority Te Papa will share decision-making with iwi (tribes), communities, and individuals with respect to managing and understanding their taonga (treasures).
Perspectives	Developing Te Papa - strategic priorities		
<i>To invest, learn and empower, Te Papa will prioritise the following.</i>	Going digital Te Papa will use communication technologies to achieve its strategic priorities.	Keeping fit Te Papa will recognise that every experience is an opportunity for shared learning and that its future depends on the continuous development of its staff.	Staying in touch Te Papa will be aware that communication is two-way, and built on trust and transparency.
<i>To be a successful business, Te Papa will prioritise the following.</i>	Getting down to business Te Papa will be commercially successful, entrepreneurial by nature, and disciplined with its business processes.	Telling our story Te Papa will be a persuasive and inspiring advocate on its own behalf and that of the museum, gallery, and heritage sector.	Building sustainable leadership Te Papa will be proactive, flexible, and nimble in its systems, processes, and decision-making.

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APPENDIX 2: TOMO A TĀWHAWA (TWIN PĀ) SITES RIGHT OF WAY EASEMENT

Form 3

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

Surname must be underlined

Te Runanga Nui o Te Aupouri

Grantee

Surname must be underlined

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal] of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal] of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

[Handwritten signatures and initials]

DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 2: TOMO A TĀWHAWA (TWIN PĀ) SITES RIGHT OF WAY EASEMENT

**Annexure
Schedule 1**

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	[Marked with a red dashed line on deed plan OTS-091-34 sheet 2 (subject to survey)].	<i>[need to add in Parcel appellation and CT reference following the survey]</i> The Grantor's Land	In gross

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are varied by the provisions set out in Annexure Schedule 2.

All signing parties and either their witnesses or solicitors must sign or initial in this box

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**Annexure
Schedule 2**

Background

- A. The Grantor is the registered proprietor of that land contained in computer freehold register [] which is held for historic purposes under the Reserves Act 1977.
- B. The parties acknowledge and agree the Grantee maintains public access, signage and roading on the Servient Land associated with Te Tomo a Tāwhana Historic Reserve.
- C. The Grantor has agreed to grant to the Grantee a right of way over the Servient Land on the terms and conditions set out in this Easement.
- D. The parties have entered into this Easement to record the arrangements between them.

Right of Way

- 1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [to be surveyed – [] metres wide over area marked [A] on []] ("the Easement Land").

Right of Way Easement Terms and Conditions

- 2. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot, or with or without Vehicles over and along the Easement Land subject to the following conditions:
 - (a) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall take all reasonable and proper precautions to guard against danger on the Servient Land and, notwithstanding clause 3, shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement;
 - (b) the Grantee shall at its cost repair any roads, tracks, fences, gates, or other structures on the Servient Land which are damaged by the Grantee;
 - (e) the Grantee shall be entitled to install and replace any roading equipment or structures (including signage) necessary to exercise its rights under this Easement and shall repair and maintain such roading equipment and structures at its cost in all things, so as to keep them in good order, condition and repair and to prevent them from becoming a danger or nuisance;

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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 2: TOMO A TĀWHAWA (TWIN PĀ) SITES RIGHT OF WAY EASEMENT

- (f) the Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger and to erect, renew and maintain gates together with all necessary fittings and fixtures across any road or track on the Easement Land. The Grantee must obtain the Grantor's prior written consent before taking any such measures; and
- (g) the Grantee will not light any fire on or adjacent to the Easement Land.

Repair and Maintenance

- 3. The Grantee shall at its cost keep in good order, repair and condition the right of way over the Easement Land **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to the Easement Land which was the sole result of the Grantor's negligent use of the Easement Land.
- 4. When carrying out any repairs, maintenance or improvements to roading under clause 3, the Grantee shall not:
 - (a) widen the road; or
 - (b) alter the location of the road; or
 - (d) change the nature of the surface of the road; or
 - (e) park or store equipment or material on the Servient Land,without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
- 5. If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
- 7. The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any vegetation on the Servient Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 8. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

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Roading and Equipment Property of Grantee

9. The roading and any equipment or structure constructed or installed on the Easement Land shall remain the property of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six (6) months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one (1) month's written notice of its intention to do so, remedy all or any of the damage and recover the cost for this from the Grantee.

Dispute Resolution

10. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

(b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

11. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

No Power to Terminate

12. There is no implied power in this Easement for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Easement for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

Access

13. The Grantee acknowledges that despite the terms of this Easement for so long as the Servient Land remains subject to the Reserves Act 1977, the Grantor and members of the public have (in accordance with the Reserves Act 1977) full and unencumbered access to pass and re-pass at all times on foot across and along the Easement Land.

Handwritten signatures and initials at the bottom right of the page, including a large signature and the number 29.

Definitions and Interpretation

14.1 **Definitions:** In this Easement unless the context otherwise requires:

"**Easement**" means this easement;

"**Easement Land**" means that part of the Servient Land over which the right of way under this Easement is granted marked [A] on SO Plan [];

"**Grantee**" means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation and includes the servants, tenants, agents, workmen, licensees and invitees of the Grantee and members of the public;

"**Grantor**" means the trustees from time to time of Te Runanga Nui o Te Aupouri and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns; and

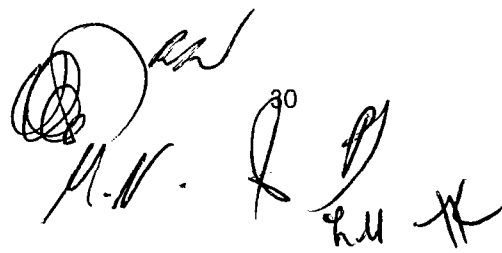
"**Servient Land**" means all the land in [computer freehold register []].

"**Roading**" means all pavings, paths and established routes on the Servient Land and includes all materials which form part of such routes.

"**Vehicles**" means construction and maintenance vehicles, four wheel drive vehicles, quad bikes or other similar motorbikes required by the Grantee to carry plant, materials and equipment onto the Easement Land for the purposes of exercising its rights under this Easement.

14.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.



DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 2: TOMO A TĀWHAWA (TWIN PĀ) SITES RIGHT OF WAY EASEMENT

Annexure
Schedule 2

SIGNED as a Deed on [date]

SIGNED by)
[insert trustee names of])
Te Runanga Nui o Te Aupouri as)
Grantor in the presence of:)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by)
Her Majesty the Queen in right of)
New Zealand acting by and through)
the Minister of Conservation as)
Grantee in the presence of:)

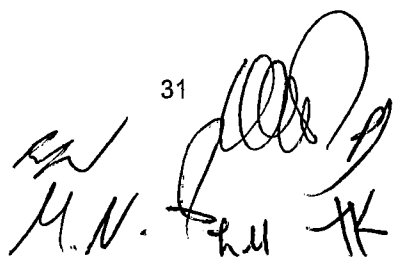
Signature

Witness signature

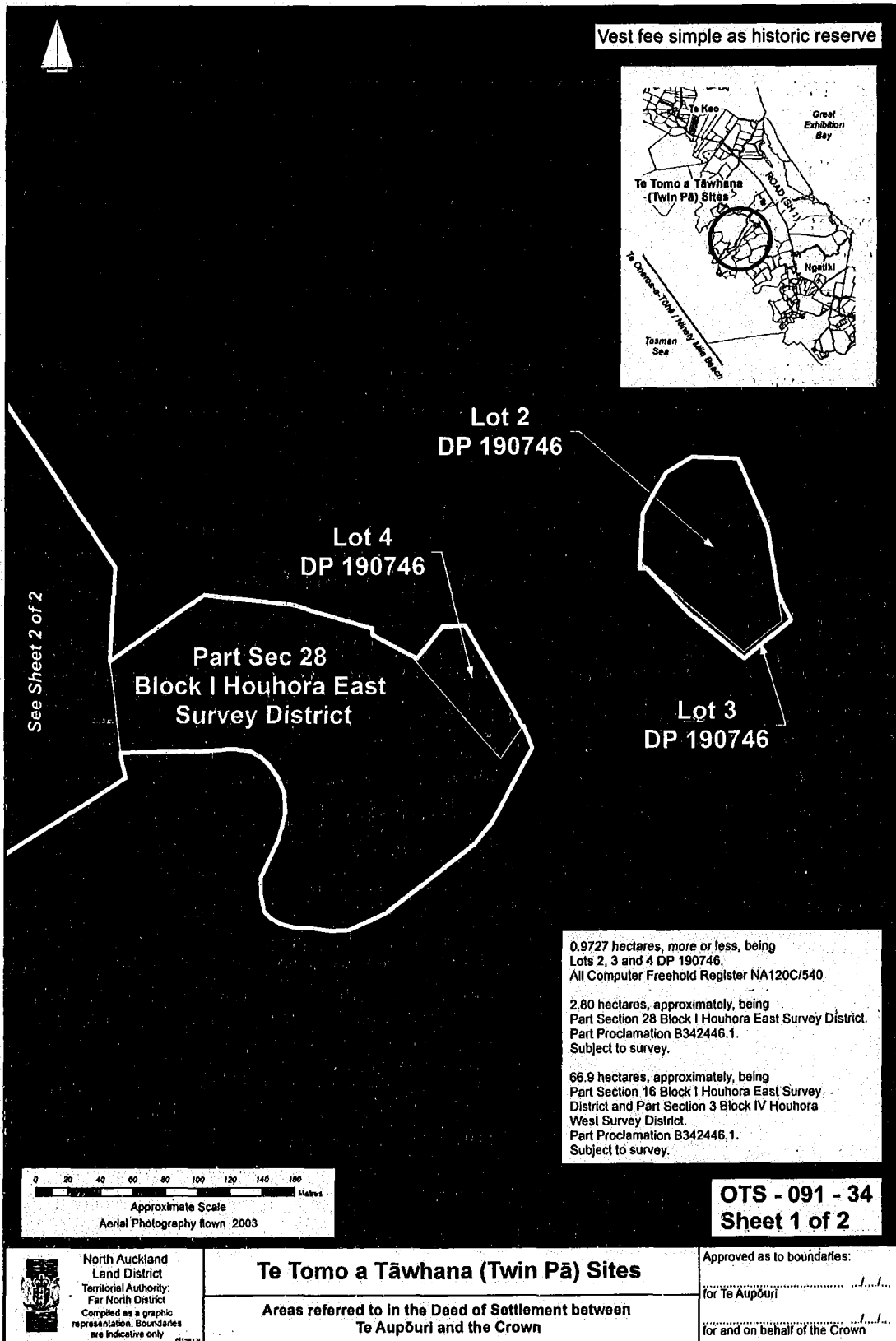
Full name

Address

Occupation

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M.N. [initials] [initials]

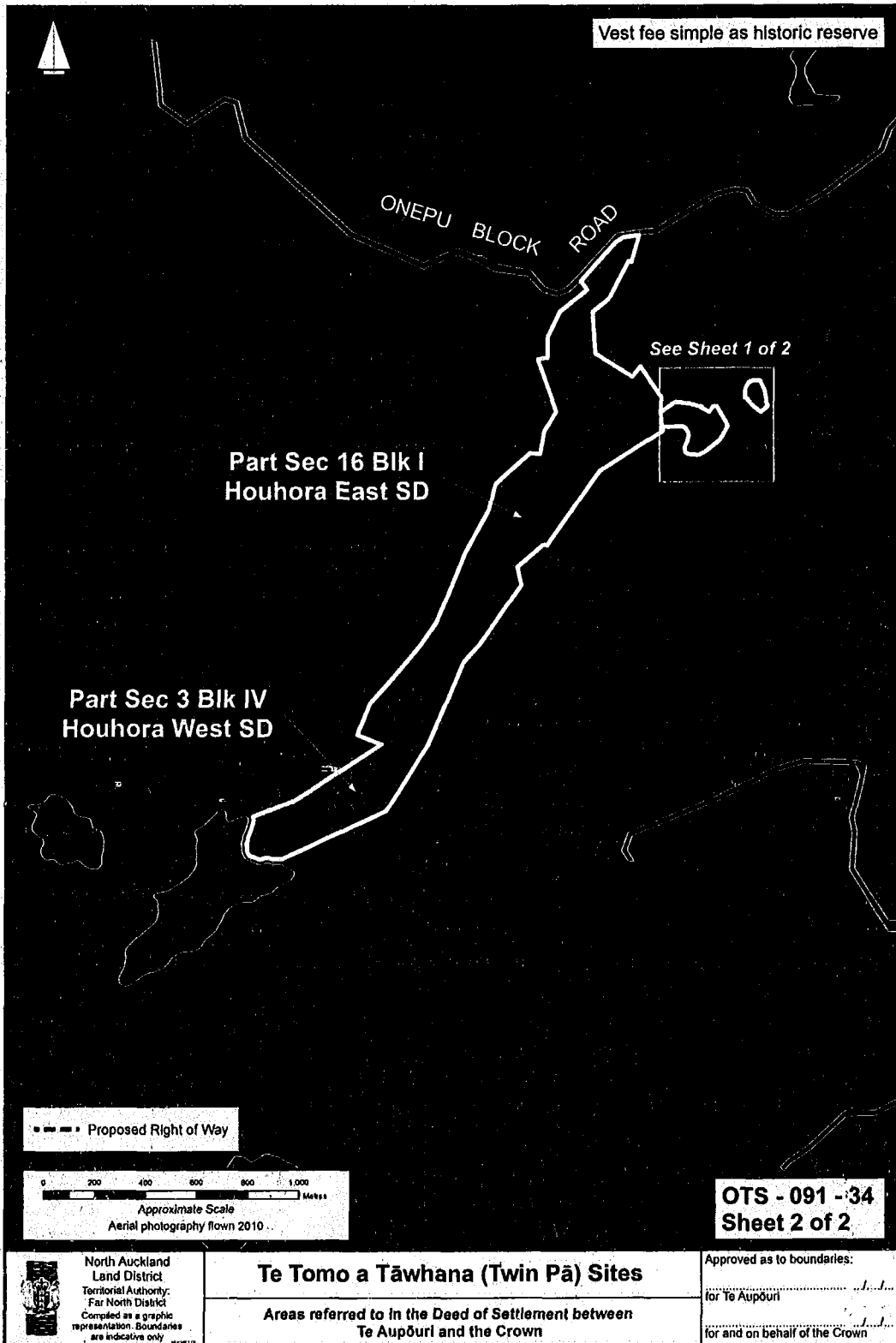
APPENDIX 3: DEED PLANS FOR TE TOMO A TĀWHANA (TWIN PĀ) SITES (OTS-091-34)



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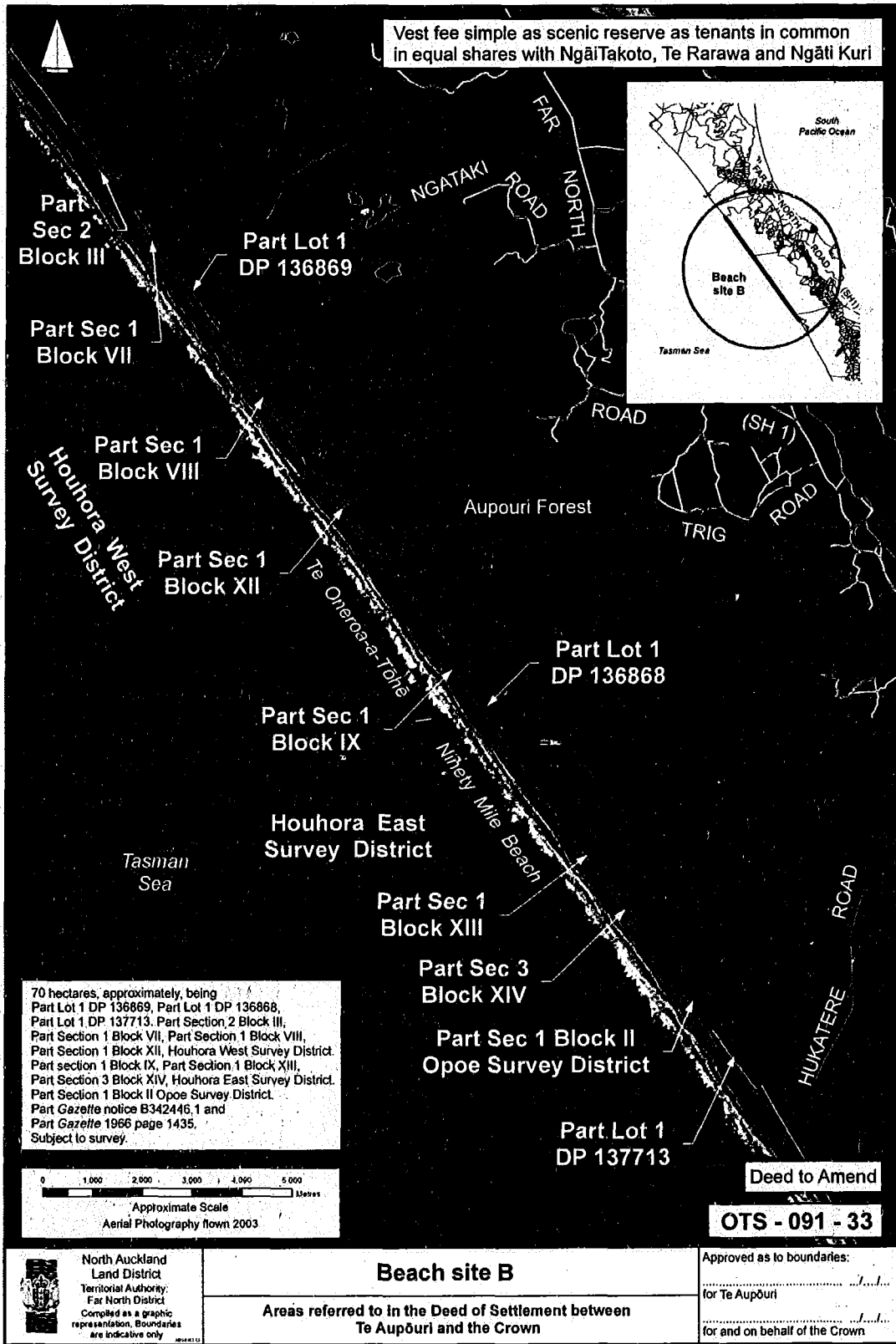
DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 3: DEED PLANS FOR TE TOMO A TĀWHANA (TWIN PĀ) SITES (OTS-091-34)

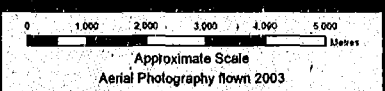


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APPENDIX 4: DEED PLAN FOR BEACH SITE B (OTS-091-33)



70 hectares, approximately, being
 Part Lot 1 DP 136869, Part Lot 1 DP 136868,
 Part Lot 1 DP 137713, Part Section 2 Block III,
 Part Section 1 Block VII, Part Section 1 Block VIII,
 Part Section 1 Block XII, Houhora West Survey District,
 Part Section 1 Block IX, Part Section 1 Block XIII,
 Part Section 3 Block XIV, Houhora East Survey District,
 Part Section 1 Block II Opoe Survey District.
 Part Gazette notice B342446, 1 and
 Part Gazette 1966 page 1435.
 Subject to survey.



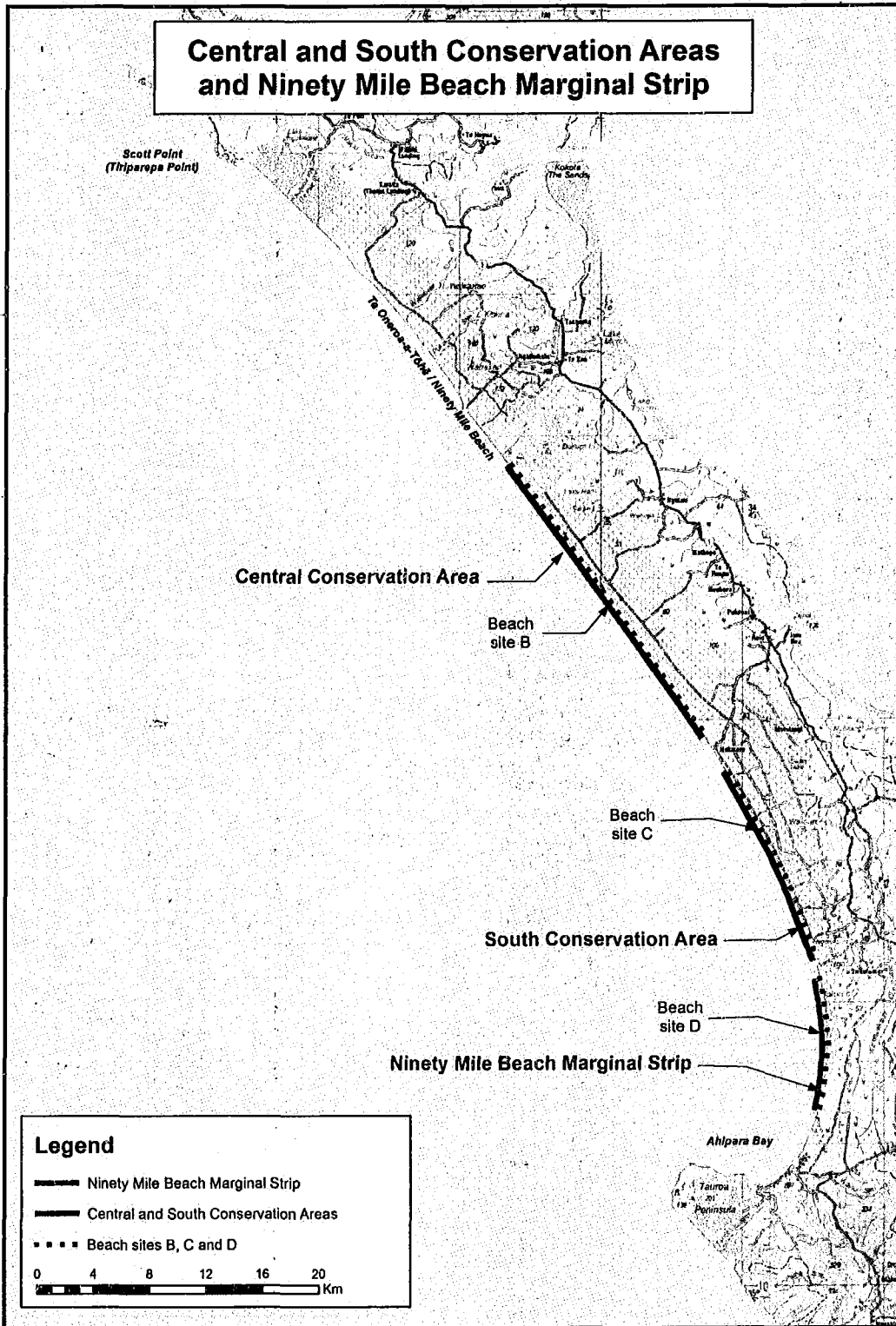
Beach site B

Areas referred to in the Deed of Settlement between
 Te Aupōuri and the Crown

Approved as to boundaries:
 for Te Aupōuri
 for and on behalf of the Crown

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[Handwritten signatures]
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APPENDIX 5: DEED PLAN FOR CENTRAL AND SOUTH CONSERVATION AREAS AND NINETY MILE BEACH MARGINAL STRIP



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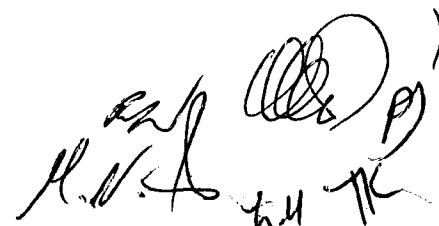
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APPENDIX 6: RFR LAND

Shared RFR Land

LAND HOLDING AGENCY: Land Information New Zealand		
Address and Property ID	Legal Description	Other Relevant Iwi
Norton Road, Motutangi ID 10008	8.75 hectares, approximately, being Sections 1 and 2 SO 67296 and Parts Wharemaru Block. Subject to survey.	Ngāti Kahu Ngāi Takoto
Cox Road, Motutangi ID 10009	1.59 hectares, approximately, being Parts Wharemaru Block, adjoining Section 51 and Part Section 76 Block V Opoe Survey District. Subject to survey.	Ngāti Kahu Ngāi Takoto
Far North Road, Motutangi ID 10012	0.0963 hectares, approximately, being Closed Road (SO 28253), adjoining Section 19 Block V Opoe Survey District and Lot 2 DP 201131. Subject to survey.	Ngāti Kahu Ngāi Takoto
Far North Road, Motutangi ID 10013	0.0001 hectares, more or less, being Closed Road (SO 28253), between Lot 1 DP 346860 and Part Section 38 Block IV Opoe Survey District.	Ngāti Kahu Ngāi Takoto
West off Kumi Road, Awanui ID 10030	1.30 hectares, approximately, being Part Awanui Riverbed adjoining Maimaru A3B, A3C1 and A3C2 and Part Lot 17 DP 1126. Subject to survey.	Ngāti Kahu Ngāi Takoto
Paparore Road, Opoe ID 10011	0.93 hectares, approximately, being Part Rotoroa KGR Extension adjoining Sections 35 and 85 Block VII Opoe Survey District. Subject to survey.	Ngāti Kahu Ngāi Takoto

LAND HOLDING AGENCY: Department of Conservation		
Address or other Description	Legal Description	Other Relevant Iwi
Muiata Pa Historic Reserve	2.0187 hectares, more or less, being Lot 1 DP 75668 and Section 84 Block XV Houhora East Survey District. All <i>Gazette</i> 1979 p 263.	Ngāti Kahu Ngāi Takoto
Motutangi Scenic Reserve	0.2265 hectares, more or less, being Section 23 Block III Opoe Survey District. All <i>Gazette</i> 1980 p 317.	Ngāti Kahu Ngāi Takoto
East Beach Conservation Area	723.6833 hectares, approximately, being Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18 and Part Section 19 Block I Rangaunu Survey District. Subject to survey. 56.5 hectares, approximately, being Parts Muriwhenua South adjoining Section 56 Block IV Opoe Survey District. Subject to survey. 468.4 hectares, approximately, being Crown land adjoining Section 56 Block IV Opoe Survey District. Subject to survey.	Ngāti Kahu Ngāi Takoto



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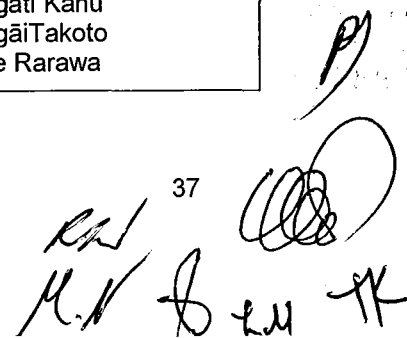
DEED TO AMEND TE APOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Department of Conservation		
Address or other Description	Legal Description	Other Relevant Iwi
	40.4 hectares, approximately, being Crown Land north of Stephensons Grant. Subject to survey. 404.6 hectares, approximately, being Part Stephensons Grant. Subject to survey. 516.2 hectares, approximately, being Parts Wharemaru Block, adjoining Stephensons Grant. Subject to survey. 52.1361 hectares, more or less, being Section 9 Block III Opoe Survey District.	
Okohine Conservation Area	23.5 hectares, approximately, being Part Section 125 Block V Opoe Survey District. Subject to survey.	Ngāti Kahu Ngāi Takoto
Waikaramu Lake Conservation Area	247.7 hectares, approximately, being Crown Land Reserved from Sale and Waikaramu Lakebed. Subject to survey.	Ngāti Kahu Ngāi Takoto

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Address and Property ID	Legal Description	Other Relevant Iwi
7001336 Awanui	0.0720 hectares, more or less, being Lot 4 DP 91629. All Computer Freehold Register NA48A/596.	Ngāti Kahu Ngāi Takoto

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
1439270 Kaitaia	0.0561 hectares, more or less, being Lot 1 DP 197505. All Computer Freehold Register NA126D/154.	Ngāti Kahu Ngāi Takoto Te Rarawa
3816560 Kaitaia	0.0300 hectares, more or less, being Lot 2 DP 197505 and Lot 4 DP 197505 (half share). All Computer Freehold Register NA126D/155.	Ngāti Kahu Ngāi Takoto Te Rarawa
3816580 Kaitaia	0.0397 hectares, more or less, being Lot 3 DP 197505 and 4 DP 197505 (half share). All Computer Freehold Register NA126D/156.	Ngāti Kahu Ngāi Takoto Te Rarawa
3932970 Kaitaia	0.0895 hectares, more or less, being Lot 2 DP 33834. All Computer Freehold Register NA100C/798.	Ngāti Kahu Ngāi Takoto Te Rarawa
2178970 Kaitaia	0.0273 hectares, more or less, being Lot 2 DP 203565 and Lot 3 DP 203565 (half share). All Computer Freehold Register NA132A/763.	Ngāti Kahu Ngāi Takoto Te Rarawa

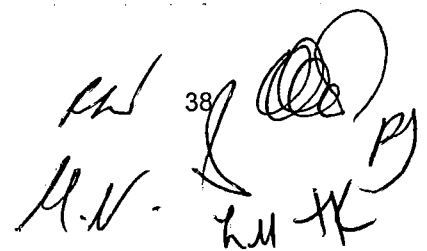


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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
2178960 Kaitaia	0.0308 hectares, more or less, being Lot 1 DP 203565 and 3 DP 203565 (half share). All Computer Freehold Register NA132A/762.	Ngāti Kahu Ngāi Takoto Te Rarawa
4002842 Kaitaia	0.1287 hectares, more or less, being Lot 1 DP 39759. All Computer Freehold Register NA1046/49.	Ngāti Kahu Ngāi Takoto Te Rarawa
1396630 Kaitaia	0.0696 hectares, more or less, being Lot 20 DP 69291. All Computer Freehold Register NA54A/1160.	Ngāti Kahu Ngāi Takoto Te Rarawa
1396640 Kaitaia	0.0666 hectares, more or less, being Lot 21 DP 69291. All Computer Freehold Register NA99C/15.	Ngāti Kahu Ngāi Takoto Te Rarawa
1396650 Kaitaia	0.0676 hectares, more or less, being Lot 22 DP 69291. All Computer Freehold Register NA99C/16.	Ngāti Kahu Ngāi Takoto Te Rarawa
1374540 Kaitaia	0.1065 hectares, more or less, being Lot 28 DP 69291. All Computer Freehold Register NA55A/699.	Ngāti Kahu Ngāi Takoto Te Rarawa
1396620 Kaitaia	0.0889 hectares, more or less, being Lot 15 DP 69291. All Computer Freehold Register NA99C/14.	Ngāti Kahu Ngāi Takoto Te Rarawa
1199500 Kaitaia	0.0683 hectares, more or less, being Lot 11 DP 69291. All Computer Freehold Register NA100C/795.	Ngāti Kahu Ngāi Takoto Te Rarawa
7005268 Kaitaia	0.0840 hectares, more or less, being Lot 3 DP 66607. All Computer Freehold Register NA22B/1078.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415190 Kaitaia	0.0657 hectares, more or less, being Lot 9 DP 72868. All Computer Freehold Register NA46A/922.	Ngāti Kahu Ngāi Takoto Te Rarawa
1396880 Kaitaia	0.0657 hectares, more or less, being Lot 21 DP 72868. All Computer Freehold Register NA102D/445.	Ngāti Kahu Ngāi Takoto Te Rarawa
7006525 Kaitaia	0.0786 hectares, more or less, being Lot 2 DP 88721. All Computer Freehold Register NA43C/244.	Ngāti Kahu Ngāi Takoto Te Rarawa
7004501 Kaitaia	0.0948 hectares, more or less, being Lot 27 DP 76196. All Computer Freehold Register NA86D/810.	Ngāti Kahu Ngāi Takoto Te Rarawa

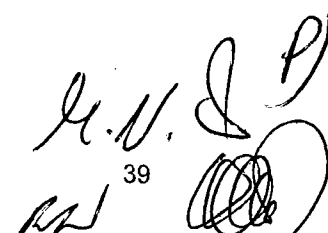


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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
4000127 Kaitaia	0.0809 hectares, more or less, being Lot 1 DP 88114. All Computer Freehold Register NA45C/933.	Ngāti Kahu Ngāi Takoto Te Rarawa
7005168 Kaitaia	0.0675 hectares, more or less, being Lot 15 DP 56312. All Computer Freehold Register NA8C/187.	Ngāti Kahu Ngāi Takoto Te Rarawa
1427300 Kaitaia	0.0669 hectares, more or less, being Lot 14 DP 80264. All Computer Freehold Register NA36D/1174.	Ngāti Kahu Ngāi Takoto Te Rarawa
1407570 Kaitaia	0.0675 hectares, more or less, being Lot 20 DP 56312. All Computer Freehold Register NA47A/43.	Ngāti Kahu Ngāi Takoto Te Rarawa
1426120 Kaitaia	0.0706 hectares, more or less, being Lot 18 DP 80264. All Computer Freehold Register NA36D/1178.	Ngāti Kahu Ngāi Takoto Te Rarawa
7004499 Kaitaia	0.0921 hectares, more or less, being Lot 5 DP 49999. All Computer Freehold Register NA49A/1186.	Ngāti Kahu Ngāi Takoto Te Rarawa
7004441 Kaitaia	0.0655 hectares, more or less, being Lot 60 DP 83778. All Computer Freehold Register NA40A/879.	Ngāti Kahu Ngāi Takoto Te Rarawa
7003916 Kaitaia	0.0684 hectares, more or less, being Lot 58 DP 83778. All Computer Freehold Register NA77D/209.	Ngāti Kahu Ngāi Takoto Te Rarawa
2289000 Kaitaia	0.0652 hectares, more or less, being Lot 74 DP 119296. All Computer Freehold Register NA68C/336.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415620 Kaitaia	0.0890 hectares, more or less, being Lot 43 DP 83778 and Lot 69 DP 83779. All Computer Freehold Register NA40A/862.	Ngāti Kahu Ngāi Takoto Te Rarawa
1427430 Kaitaia	0.0798 hectares, more or less, being Lot 44 DP 83778 and Lot 69 DP 83779. All Computer Freehold Register NA40A/863.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415610 Kaitaia	0.0794 hectares, more or less, being Lot 42 DP 83778 and Lot 69 DP 83779. All Computer Freehold Register NA40A/861.	Ngāti Kahu Ngāi Takoto Te Rarawa
1069020 Kaitaia	0.0835 hectares, more or less, being Lot 1 DP 176707. All Computer Freehold Register NA105B/245.	Ngāti Kahu Ngāi Takoto Te Rarawa





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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
7000939 Kaitaia	0.1255 hectares, more or less, being Lot 10 and Part Lot 9 DP 43413. All Computer Freehold Register NA3D/392.	Ngāti Kahu Ngāi Takoto Te Rarawa
2181360 Kaitaia	0.0650 hectares, more or less, being Lot 80 DP 119296. All Computer Freehold Register NA68C/342.	Ngāti Kahu Ngāi Takoto Te Rarawa
3801350 Kaitaia	0.0666 hectares, more or less, being Lot 62 DP 83778. All Computer Freehold Register NA40A/881.	Ngāti Kahu Ngāi Takoto Te Rarawa
2181380 Kaitaia	0.0650 hectares, more or less, being Lot 81 DP 119296. All Computer Freehold Register NA68C/343.	Ngāti Kahu Ngāi Takoto Te Rarawa
4002696 Kaitaia	0.1199 hectares, more or less, being Lot 157 DP 12724. All Computer Freehold Register NA105D/197.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415180 Kaitaia	0.0665 hectares, more or less, being Lot 45 DP 83778. All Computer Freehold Register NA40A/864.	Ngāti Kahu Ngāi Takoto Te Rarawa
2289070 Kaitaia	0.0656 hectares, more or less, being Lot 82 DP 119296. All Computer Freehold Register NA68C/344.	Ngāti Kahu Ngāi Takoto Te Rarawa
7005163 Kaitaia	0.0906 hectares, more or less, being Lot 86 DP 119296. All Computer Freehold Register NA68C/348.	Ngāti Kahu Ngāi Takoto Te Rarawa
7003974 Kaitaia	0.0802 hectares, more or less, being Part Lot 6 DP 40908. All Computer Freehold Register NA61D/600.	Ngāti Kahu Ngāi Takoto Te Rarawa
7005022 Kaitaia	0.0772 hectares, more or less, being Lot 83 DP 119296. All Computer Freehold Register NA68C/345.	Ngāti Kahu Ngāi Takoto Te Rarawa
7005166 Kaitaia	0.0718 hectares, more or less, being Lot 66 DP 83778. All Computer Freehold Register NA40A/885.	Ngāti Kahu Ngāi Takoto Te Rarawa
1067680 Kaitaia	0.0812 hectares, more or less, being Lot 7 DP 40908. All Computer Freehold Register NA105B/247.	Ngāti Kahu Ngāi Takoto Te Rarawa
1438230 Kaitaia	0.0657 hectares, more or less, being Lot 33 DP 72798. All Computer Freehold Register NA28D/114.	Ngāti Kahu Ngāi Takoto Te Rarawa

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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

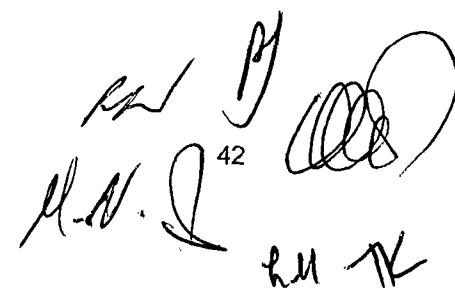
LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
7005355 Kaitaia	0.1262 hectares, more or less, being Lot 93 DP 119296. All Computer Freehold Register NA68C/355.	Ngāti Kahu. Ngāi Takoto Te Rarawa
7004400 Kaitaia	0.0658 hectares, more or less, being Lot 16 DP 63427. All Computer Freehold Register NA24C/1019.	Ngāti Kahu Ngāi Takoto Te Rarawa
7003594 Kaitaia	0.0656 hectares, more or less, being Lot 1 DP 89954. All Computer Freehold Register NA47B/131.	Ngāti Kahu Ngāi Takoto Te Rarawa
7000699 Kaitaia	0.0908 hectares, more or less, being Lot 9 DP 63427. All Computer Freehold Register NA24C/1012.	Ngāti Kahu Ngāi Takoto Te Rarawa
1427790 Kaitaia	0.0709 hectares, more or less, being Lot 2 DP 70338. All Computer Freehold Register NA50B/584.	Ngāti Kahu Ngāi Takoto Te Rarawa
1173990 Kaitaia	0.0760 hectares, more or less, being Lot 98 DP 119296. All Computer Freehold Register NA68C/360.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415030 Kaitaia	0.1095 hectares, more or less, being Lot 8 DP 72798 All Computer Freehold Register NA46C/138.	Ngāti Kahu Ngāi Takoto Te Rarawa
7004144 Kaitaia	0.0813 hectares, more or less, being Lot 103 DP 119296. All Computer Freehold Register NA68C/365.	Ngāti Kahu Ngāi Takoto Te Rarawa
1173970 Kaitaia	0.0836 hectares, more or less, being Lots 107 and 110 DP 119296. All Computer Freehold Register NA68C/369.	Ngāti Kahu Ngāi Takoto Te Rarawa
7003735 Kaitaia	0.0653 hectares, more or less, being Lot 10 DP 14626. All Computer Freehold Register NA250/57.	Ngāti Kahu Ngāi Takoto Te Rarawa
7000760 Kaitaia	0.0974 hectares, more or less, being Lot 15 DP 58828. All Computer Freehold Register NA13B/787.	Ngāti Kahu Ngāi Takoto Te Rarawa
1173980 Kaitaia	0.0803 hectares, more or less, being Lot 99 DP 119296. All Computer Freehold Register NA68C/361.	Ngāti Kahu Ngāi Takoto Te Rarawa
7004145 Kaitaia	0.0711 hectares, more or less, being Lot 102 DP 119296. All Computer Freehold Register NA68C/364.	Ngāti Kahu Ngāi Takoto Te Rarawa

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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
7000965 Kaitaia	0.0780 hectares, more or less, being Lot 10 DP 72798. All Computer Freehold Register NA28D/91.	Ngāti Kahu Ngāi Takoto Te Rarawa
3794460 Kaitaia	0.0658 hectares, more or less, being Lot 23 DP 63427. All Computer Freehold Register NA24C/1025.	Ngāti Kahu Ngāi Takoto Te Rarawa
1412680 Kaitaia	0.0679 hectares, more or less, being Lot 9 DP 78739. All Computer Freehold Register NA50B/579.	Ngāti Kahu Ngāi Takoto Te Rarawa
1360420 Kaitaia	0.1260 hectares, more or less, being Lot 1 DP 53857. All Computer Freehold Register NA50B/1159.	Ngāti Kahu Ngāi Takoto Te Rarawa
1412690 Kaitaia	0.0716 hectares, more or less, being Lot 10 DP 78739. All Computer Freehold Register NA50B/580.	Ngāti Kahu Ngāi Takoto Te Rarawa
7000910 Kaitaia	0.0711 hectares, more or less, being Lot 11 DP 78739. All Computer Freehold Register NA61A/7.	Ngāti Kahu Ngāi Takoto Te Rarawa
1069400 Kaitaia	0.0911 hectares, more or less, being Lot 2 DP 53857. All Computer Freehold Register NA50B/1160.	Ngāti Kahu Ngāi Takoto Te Rarawa
7004442 Kaitaia	0.0525 hectares, more or less, being Lot 3 DP 109118. All Computer Freehold Register NA61C/25.	Ngāti Kahu Ngāi Takoto Te Rarawa
1069410 Kaitaia	0.0688 hectares, more or less, being Lot 3 DP 53857. All Computer Freehold Register NA50B/1161.	Ngāti Kahu Ngāi Takoto Te Rarawa
1360430 Kaitaia	0.1012 hectares, more or less, being Lot 4 DP 53857. All Computer Freehold Register NA50B/1162.	Ngāti Kahu Ngāi Takoto Te Rarawa
1373960 Kaitaia	0.1019 hectares, more or less, being Lot 5 DP 53857. All Computer Freehold Register NA50B/1163.	Ngāti Kahu Ngāi Takoto Te Rarawa
1439240 Kaitaia	0.0842 hectares, more or less, being Lot 4 DP 78739. All Computer Freehold Register NA64A/12.	Ngāti Kahu Ngāi Takoto Te Rarawa
1360600 Kaitaia	0.0658 hectares, more or less, being Lot 1 DP 54761. All Computer Freehold Register NA100C/425.	Ngāti Kahu Ngāi Takoto Te Rarawa



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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
1360620 Kaitaia	0.0665 hectares, more or less, being Lot 10 DP 54761. All Computer Freehold Register NA102D/440.	Ngāti Kahu Ngāi Takoto Te Rarawa
1360610 Kaitaia	0.0658 hectares, more or less, being Lot 2 DP 54761. All Computer Freehold Register NA102D/433.	Ngāti Kahu Ngāi Takoto Te Rarawa
1374490 Kaitaia	0.0291 hectares, more or less, being Lot 2 DP 204212 and Lot 3 DP 204212 (half share). All Computer Freehold Register NA131A/874.	Ngāti Kahu Ngāi Takoto Te Rarawa
1373730 Kaitaia	0.0726 hectares, more or less, being Lot 9 DP 54761. All Computer Freehold Register NA102D/439.	Ngāti Kahu Ngāi Takoto Te Rarawa
1370230 Kaitaia	0.0660 hectares, more or less, being Lot 3 DP 54761. All Computer Freehold Register NA102D/434.	Ngāti Kahu Ngāi Takoto Te Rarawa
1374480 Kaitaia	0.0415 hectares, more or less, being Lot 1 DP 204212 and Lot 3 DP 204212 (half share). All Computer Freehold Register NA131A/873.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415010 Kaitaia	0.0331 hectares, more or less, being Lot 1 DP 201807 and Lot 3 DP 201807 (half share). All Computer Freehold Register NA130B/565.	Ngāti Kahu Ngāi Takoto Te Rarawa
2291300 Kaitaia	0.1098 hectares, more or less, being Lot 14 DP 71496. All Computer Freehold Register NA52D/1168.	Ngāti Kahu Ngāi Takoto Te Rarawa
1370240 Kaitaia	0.0728 hectares, more or less, being Lot 4 DP 54761. All Computer Freehold Register NA102D/435.	Ngāti Kahu Ngāi Takoto Te Rarawa
1373810 Kaitaia	0.1080 hectares, more or less, being Lot 8 DP 54761. All Computer Freehold Register NA4102D/438.	Ngāti Kahu Ngāi Takoto Te Rarawa
1373720 Kaitaia	0.0883 hectares, more or less, being Lot 7 DP 54761. All Computer Freehold Register NA102D/437.	Ngāti Kahu Ngāi Takoto Te Rarawa
1373710 Kaitaia	0.0701 hectares, more or less, being Lot 5 DP 54761. All Computer Freehold Register NA102D/436.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415000 Kaitaia	0.0499 hectares, more or less, being Lot 2 DP 201807 and 3 DP 201807 (half share). All Computer Freehold Register NA130B/566.	Ngāti Kahu Ngāi Takoto Te Rarawa

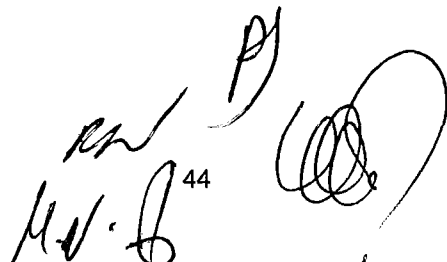


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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
1439230 Kaitaia	0.0684 hectares, more or less, being Lot 7 DP 71496. All Computer Freehold Register NA27D/255.	Ngāti Kahu Ngāi Takoto Te Rarawa
1393250 Kaitaia	0.0925 hectares, more or less, being Lot 11 DP 71496. All Computer Freehold Register NA35A/1209.	Ngāti Kahu Ngāi Takoto Te Rarawa
2195920 Kaitaia	0.0689 hectares, more or less, being Lot 9 DP 71496. All Computer Freehold Register NA42B/630.	Ngāti Kahu Ngāi Takoto Te Rarawa
7003605 Kaitaia	0.0992 hectares, more or less, being Lot 14 DP 70333. All Computer Freehold Register NA27A/332.	Ngāti Kahu Ngāi Takoto Te Rarawa
1397310 Kaitaia	0.0657 hectares, more or less, being Lot 26 DP 70333. All Computer Freehold Register NA27A/343.	Ngāti Kahu Ngāi Takoto Te Rarawa
7000757 Kaitaia	0.0898 hectares, more or less, being Lot 1 DP 44687. All Computer Freehold Register NA1956/31.	Ngāti Kahu Ngāi Takoto Te Rarawa
1397320 Kaitaia	0.0882 hectares, more or less, being Lot 28 DP 70333. All Computer Freehold Register NA27A/345.	Ngāti Kahu Ngāi Takoto Te Rarawa
1397330 Kaitaia	0.0867 hectares, more or less, being Lot 29 DP 70333. All Computer Freehold Register NA27A/346.	Ngāti Kahu Ngāi Takoto Te Rarawa
7000912 Kaitaia	0.0755 hectares, more or less, being Lot 30 DP 70333. All Computer Freehold Register NA27A/347.	Ngāti Kahu Ngāi Takoto Te Rarawa
7003764 Kaitaia	0.0658 hectares, more or less, being Lot 1 DP 63426. All Computer Freehold Register NA19C/305.	Ngāti Kahu Ngāi Takoto Te Rarawa
2189750 Kaitaia	0.0680 hectares, more or less, being Lot 4 DP 196106. All Computer Freehold Register NA124C/191.	Ngāti Kahu Ngāi Takoto Te Rarawa
2189720 Kaitaia	0.0527 hectares, more or less, being Lot 1 DP 196106. All Computer Freehold Register NA124C/188.	Ngāti Kahu Ngāi Takoto Te Rarawa
3943920 Kaitaia	0.0426 hectares, more or less, being Lot 5 DP 201965 and Lot 6 DP 201965 (one fifth share). All Computer Freehold Register NA130C/5.	Ngāti Kahu Ngāi Takoto Te Rarawa



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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

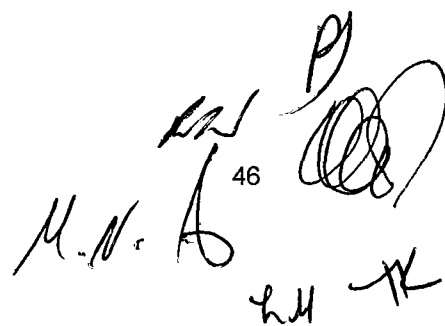
APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
3943900 Kaitaia	0.0219 hectares, more or less, being Lot 4 DP 201965 and Lot 6 DP 201965 (one fifth share). All Computer Freehold Register NA130C/4.	Ngāti Kahu Ngāi Takoto Te Rarawa
2189740 Kaitaia	0.0483 hectares, more or less, being Lot 3 DP 196106. All Computer Freehold Register NA124C/190.	Ngāti Kahu Ngāi Takoto Te Rarawa
3943890 Kaitaia	0.0234 hectares, more or less, being Lot 3 DP 201965 and Lot 6 DP 201965 (one fifth share). All Computer Freehold Register NA130C/3.	Ngāti Kahu Ngāi Takoto Te Rarawa
3943870 Kaitaia	0.0271 hectares, more or less, being Lot 2 DP 201965 and Lot 6 DP 201965 (one fifth share). All Computer Freehold Register NA130C/2.	Ngāti Kahu Ngāi Takoto Te Rarawa
2189730 Kaitaia	0.0847 hectares, more or less, being Lot 2 DP 196106. All Computer Freehold Register NA124C/189.	Ngāti Kahu Ngāi Takoto Te Rarawa
3943840 Kaitaia	0.0279 hectares, more or less, being Lot 1 DP 201965 and 6 DP 201965 (one fifth share). All Computer Freehold Register NA130C/1.	Ngāti Kahu Ngāi Takoto Te Rarawa
7003922 Kaitaia	0.0857 hectares, more or less, being Lot 22 DP 44802. All Computer Freehold Register NA1674/10.	Ngāti Kahu Ngāi Takoto Te Rarawa
1195240 Kaitaia	0.1128 hectares, more or less, being Lot 323 DP 14289. All Computer Freehold Register NA52B/801.	Ngāti Kahu Ngāi Takoto Te Rarawa
7005855 Kaitaia	0.1077 hectares, more or less, being Lot 18 DP 44802. All Computer Freehold Register NA1554/27.	Ngāti Kahu Ngāi Takoto Te Rarawa
1064690 Kaitaia	0.0857 hectares, more or less, being Lot 3 DP 42009. All Computer Freehold Register NA45A/690.	Ngāti Kahu Ngāi Takoto Te Rarawa
1064580 Kaitaia	0.0900 hectares, more or less, being Lot 24 DP 38127. All Computer Freehold Register NA45A/682.	Ngāti Kahu Ngāi Takoto Te Rarawa
1065570 Kaitaia	0.1921 hectares, more or less, being Lot 2 DP 200918. All Computer Freehold Register NA129B/313.	Ngāti Kahu Ngāi Takoto Te Rarawa
1065560 Kaitaia	0.0493 hectares, more or less, being Lot 1 DP 200918. All Computer Freehold Register NA129B/312.	Ngāti Kahu Ngāi Takoto Te Rarawa

DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
1062920 Kaitaia	0.1303 hectares, more or less, being Lot 4 DP 48022. All Computer Freehold Register NA46C/513.	Ngāti Kahu Ngāi Takoto Te Rarawa
1064490 Kaitaia	0.1191 hectares, more or less, being Lot 29 DP 38127. All Computer Freehold Register NA45A/686.	Ngāti Kahu Ngāi Takoto Te Rarawa
1062990 Kaitaia	0.1029 hectares, more or less, being Lot 11 DP 38127. All Computer Freehold Register NA45A/680.	Ngāti Kahu Ngāi Takoto Te Rarawa
1427480 Kaitaia	0.1156 hectares, more or less, being Lot 5 DP 48022. All Computer Freehold Register NA46C/514.	Ngāti Kahu Ngāi Takoto Te Rarawa
1063000 Kaitaia	0.0612 hectares, more or less, being Lot 1 DP 200573. All Computer Freehold Register NA129B/156.	Ngāti Kahu Ngāi Takoto Te Rarawa
1063010 Kaitaia	0.0643 hectares, more or less, being Lot 2 DP 200573. All Computer Freehold Register NA129B/157.	Ngāti Kahu Ngāi Takoto Te Rarawa
1064640 Kaitaia	0.0474 hectares, more or less, being Lot 2 DP 201146. All Computer Freehold Register NA129B/417.	Ngāti Kahu Ngāi Takoto Te Rarawa
7000753 Kaitaia	0.0825 hectares, more or less, being Lot 7 DP 48022. All Computer Freehold Register NA46C/516.	Ngāti Kahu Ngāi Takoto Te Rarawa
1062960 Kaitaia	0.0857 hectares, more or less, being Lot 8 DP 38120. All Computer Freehold Register NA46C/511.	Ngāti Kahu Ngāi Takoto Te Rarawa
1064630 Kaitaia	0.1559 hectares, more or less, being Lot 1 DP 201146. All Computer Freehold Register NA129B/416.	Ngāti Kahu Ngāi Takoto Te Rarawa
1061190 Kaitaia	0.0739 hectares, more or less, being Lot 2 DP 200776. All Computer Freehold Register NA129B/233.	Ngāti Kahu Ngāi Takoto Te Rarawa
1064720 Kaitaia	0.0489 hectares, more or less, being Lot 3 DP 200573. All Computer Freehold Register NA129B/158.	Ngāti Kahu Ngāi Takoto Te Rarawa
1061180 Kaitaia	0.0707 hectares, more or less, being Lot 1 DP 200776. All Computer Freehold Register NA129B/232.	Ngāti Kahu Ngāi Takoto Te Rarawa

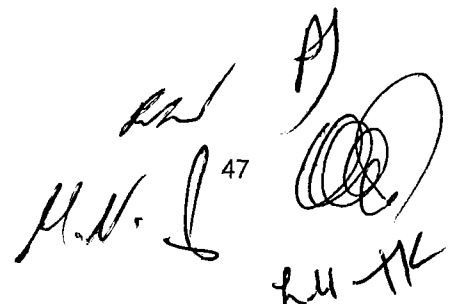


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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
1064730 Kaitaia	0.0687 hectares, more or less, being Lot 4 DP 200573. All Computer Freehold Register NA129B/159.	Ngāti Kahu Ngāi Takoto Te Rarawa
1062980 Kaitaia	0.0827 hectares, more or less, being Lot 10 DP 38120. All Computer Freehold Register NA46C/512.	Ngāti Kahu Ngāi Takoto Te Rarawa
1061150 Kaitaia	0.1138 hectares, more or less, being Lot 15 DP 45215. All Computer Freehold Register NA31C/762.	Ngāti Kahu Ngāi Takoto Te Rarawa
1438790 Kaitaia	0.0568 hectares, more or less, being Lot 1 DP 202423 and Lot 6 DP 202423 (one fifth share). All Computer Freehold Register NA131A/21.	Ngāti Kahu Ngāi Takoto Te Rarawa
1438800 Kaitaia	0.0448 hectares, more or less, being Lot 2 DP 202423 and Lot 6 DP 202423 (one fifth share). All Computer Freehold Register NA131A/22.	Ngāti Kahu Ngāi Takoto Te Rarawa
1438810 Kaitaia	0.0516 hectares, more or less, being Lot 3 DP 202423 and Lot 6 DP 202423 (one fifth share). All Computer Freehold Register NA131A/23.	Ngāti Kahu Ngāi Takoto Te Rarawa
1061440 Kaitaia	0.1136 hectares, more or less, being Lot 18 DP 38101. All Computer Freehold Register NA31C/756.	Ngāti Kahu Ngāi Takoto Te Rarawa
1438830 Kaitaia	0.0401 hectares, more or less, being Lot 5 DP 202423 and Lot 6 DP 202423 (one fifth share). All Computer Freehold Register NA131A/25.	Ngāti Kahu Ngāi Takoto Te Rarawa
1438820 Kaitaia	0.0402 hectares, more or less, being Lot 4 DP 202423 and 6 DP 202423 (one fifth share). All Computer Freehold Register NA131A/24.	Ngāti Kahu Ngāi Takoto Te Rarawa
1061460 Kaitaia	0.0651 hectares, more or less, being Lot 1 DP 154600. All Computer Freehold Register NA92B/598.	Ngāti Kahu Ngāi Takoto Te Rarawa
1064790 Kaitaia	0.0638 hectares, more or less, being Lot 2 DP 153985. All Computer Freehold Register NA92A/365.	Ngāti Kahu Ngāi Takoto Te Rarawa
1064780 Kaitaia	0.0537 hectares, more or less, being Lot 1 DP 153985. All Computer Freehold Register NA92A/364.	Ngāti Kahu Ngāi Takoto Te Rarawa
1217020 Kaitaia	0.0650 hectares, more or less, being Lot 2 DP 154600 and Lot 6 DP 154600 (one third share). All Computer Freehold Register NA92B/599.	Ngāti Kahu Ngāi Takoto Te Rarawa



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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
1217170 Kaitaia	0.0650 hectares, more or less, being Lot 5 DP 154600. All Computer Freehold Register NA92B/602.	Ngāti Kahu Ngāi Takoto Te Rarawa
1061470 Kaitaia	0.0618 hectares, more or less, being Lot 3 DP 154600 and 6 DP 154600 (one third share). All Computer Freehold Register NA92B/600.	Ngāti Kahu Ngāi Takoto Te Rarawa
1217120 Kaitaia	0.0652 hectares, more or less, being Lot 4 DP 154600 and Lot 6 DP 154600 (one third share). All Computer Freehold Register NA92B/601.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415070 Kaitaia	0.0660 hectares, more or less, being Lot 1 DP 79788. All Computer Freehold Register NA36C/523.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415040 Kaitaia	0.0666 hectares, more or less, being Lot 3 DP 79788. All Computer Freehold Register NA36C/525.	Ngāti Kahu Ngāi Takoto Te Rarawa
7006841 Kaitaia	0.0880 hectares, more or less, being Lot 1 DP 172135. All Computer Freehold Register NA105A/885.	Ngāti Kahu Ngāi Takoto Te Rarawa
1415080 Kaitaia	0.0664 hectares, more or less, being Lot 16 DP 79788. All Computer Freehold Register NA36C/537.	Ngāti Kahu Ngāi Takoto Te Rarawa
1068840 Kaitaia	0.0830 hectares, more or less, being Lot 3 DP 42727. All Computer Freehold Register NA41D/118.	Ngāti Kahu Ngāi Takoto Te Rarawa
1068850 Kaitaia	0.0384 hectares, more or less, being Lot 1 DP 194928. All Computer Freehold Register NA123B/412.	Ngāti Kahu Ngāi Takoto Te Rarawa
7000958 Kaitaia	0.0658 hectares, more or less, being Lot 3 DP 61779. All Computer Freehold Register NA17C/909.	Ngāti Kahu Ngāi Takoto Te Rarawa
1068860 Kaitaia	0.0425 hectares, more or less, being Lot 2 DP 194928. All Computer Freehold Register NA123B/413.	Ngāti Kahu Ngāi Takoto Te Rarawa
1068640 Kaitaia	0.1396 hectares, more or less, being Lot 8 DP 42727. All Computer Freehold Register NA41D/1120.	Ngāti Kahu Ngāi Takoto Te Rarawa
7000937 Kaitaia	0.0658 hectares, more or less, being Lot 4 DP 61030. All Computer Freehold Register NA17C/903.	Ngāti Kahu Ngāi Takoto Te Rarawa

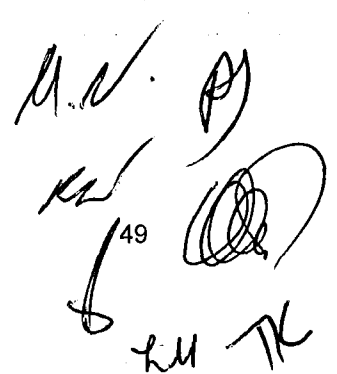
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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Property ID and Address	Legal Description	Other Relevant Iwi
7000938 Kaitaia	0.0708 hectares, more or less, being Lot 3 DP 61030. All Computer Freehold Register NA17C/902.	Ngāti Kahu Ngāi Takoto Te Rarawa
1439260 Kaitaia	0.0809 hectares, more or less, being Lot 3 DP 49527. All Computer Freehold Register NA16A/998.	Ngāti Kahu Ngāi Takoto Te Rarawa
7006451 Waipapakauri	0.0825 hectares, more or less, being Lot 1 DP 115061. All Computer Freehold Register NA65C/57.	Ngāti Kahu Ngāi Takoto Te Rarawa
7001335 Awanui	0.0915 hectares, more or less, being Lot 7 DP 91629. All Computer Freehold Register NA48A/599.	Ngāti Kahu Ngāi Takoto Te Rarawa

LAND HOLDING AGENCY: Land Information New Zealand		
Address or Property ID	Legal Description	Other Relevant Iwi
Far North Road, Opoe ID 10007	0.32 hectares, approximately, being Part Rotorua KGR Extension between Section 45 Block VII Opoe Survey District and Lot 2 DP 369519. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Katavich Road, Waiharara ID 10014	2.30 hectares, approximately, being Parts Muriwhenua South adjoining Part Section 54 Block V Opoe Survey District. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Eden Terrace, Kaitaia ID 10291	0.4884 hectares, more or less, being Part Lot 13 DP 39501 and Lot 3 and Part Lot 10 DP 25798. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Kitchener Road, Kaitaia ID 10292	0.94 hectares, approximately, Part Old Awanui Riverbed adjacent to Lots 1, 5-8, 10-11 and 17-19 DP 73198 and Lots 2-4 DP 77439. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa



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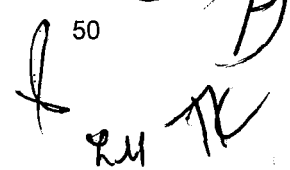
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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: New Zealand Police		
Address or Property ID	Legal Description	Other Relevant Iwi
Kaitaia Police Station, 15-17 Redan Road	0.3867 hectares, more or less, being Lot 1 DP 184490. All Computer Freehold Register NA112A/783.	Ngāti Kahu Ngāi Takoto Te Rarawa
2 Matilda Place, Kaitaia	0.0663 hectares, more or less, being Lot 1 DP 72868. All Computer Freehold Register NA107B/435.	Ngāti Kahu Ngāi Takoto Te Rarawa
2B Matilda Place, Kaitaia	0.0920 hectares, more or less, being Lot 3 DP 72868. All Computer Freehold Register NA40C/118.	Ngāti Kahu Ngāi Takoto Te Rarawa
2C Matilda Place, Kaitaia	0.0845 hectares, more or less, being Lot 4 DP 72868. All Computer Freehold Register NA35B/822.	Ngāti Kahu Ngāi Takoto Te Rarawa
31 Grigg St, Kaitaia	0.0770 hectares, more or less, being Lot 52 DP 83778. All Computer Freehold NA112A/576.	Ngāti Kahu Ngāi Takoto Te Rarawa

LAND HOLDING AGENCY: Ministry of Education		
Address or Property ID	Legal Description	Other Relevant Iwi
Northland Polytechnic (Northtec), 21 South Rd, Kaitaia	0.3299 hectares, approximately, being Lots 1 and 20 and Part Lot 21 DP 14963. All Computer Freehold Register NA89C/585. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Teachers Residence 60-62 Redan Road, Kaitaia	0.2390 hectares more or less, being Section 31 Block V Takahue Survey District. All Gazette 1948 p 350.	Ngāti Kahu Ngāi Takoto Te Rarawa

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DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Department of Conservation		
Address or Property ID	Legal Description	Other Relevant Iwi
Waipapakauri Beach Conservation Area	21.5 hectares, approximately, being Crown Land, adjoining Lot 1 DP 137182. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Lake Ngatu Recreation Reserve	15.0 hectares, approximately, being Part Section 99 Block VIII Opoe Survey District. Part <i>Gazette</i> 1980 p 3082. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Sweetwater Dune Lakes Conservation Area	7.6220 hectares, more or less, being Section 3 SO 64320. 66.0 hectares, approximately, being Lake Heather and Lake Rotoroa. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Sweetwater Scenic Reserve	20.0 hectares, approximately, being Stopped Road as shown "A" on SO 67214. All <i>Gazette</i> 1994 p 2982. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Waipapakauri Beach North Conservation Area	1.18 hectares, approximately, being Part Section 1 Block XV Opoe Survey District. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Unahi Conservation Area	1.0 hectares, approximately, being Sections 39 and 40 Block X Rangaunu Survey District and Part Section 4 Block VI Rangaunu Survey District. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Awanui River Local Purpose (Esplanade) Reserve	0.3728 hectares, approximately, being Parts Lot 3A DP 2899, as shown coloured yellow on SO 29355. Part <i>Gazette</i> 1995 p 1911. Subject to survey. 0.1080 hectares, approximately, being Part Old Land Claim 214, as shown coloured yellow on SO 29355. Part <i>Gazette</i> 1995 p 1911. Subject to survey. 0.3262 hectares, approximately, being Part Old Land Claim 214, as shown coloured yellow on SO 29355. Part <i>Gazette</i> 1995 p 1911. Subject to survey. 0.4245 hectares, approximately, being Parts Lot 3B DP 2899, as shown coloured yellow on SO 29355. Part <i>Gazette</i> 1995 p 797. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Gill Road Scenic Reserve	2.5874 hectares, approximately, being Parts Old Land Claim 159, as shown coloured purple on SO 22087/4. Part <i>Gazette</i> 1995 p 1911. Subject to Survey.	Ngāti Kahu Ngāi Takoto Te Rarawa
Waipapakauri Local Purpose Reserve	2.2384 hectares, approximately, being Part Bed of the Waipapakauri River, as shown coloured sepia on SO 32751. Part <i>Gazette</i> 1995 p 1911. Subject to survey. 0.4426 hectares, approximately, being Part Bed of the Waipapakauri River, as shown coloured sepia on SO 32751. Part <i>Gazette</i> 1995 p 1911. Subject to survey.	Ngāti Kahu Ngāi Takoto Te Rarawa

DEED TO AMEND TE AUPOURI DEED OF SETTLEMENT

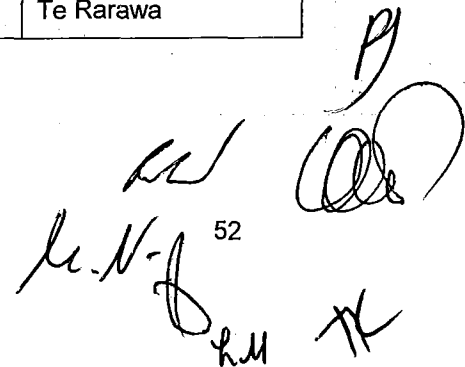
APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Department of Conservation		
Address or Property ID	Legal Description	Other Relevant Iwi
Waipapakauri Scenic Reserve	11.7230 hectares, more or less, being Section 10 SO 365322. All Computer Freehold Register 307035. 4.9183 hectares, more or less, being Sections 1 and 2 SO 403346. All Computer Interest Register 427600.	Ngāti Kahu Ngāi Takoto Te Rarawa

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Address or Property ID	Legal Description	Other Relevant Iwi
4002913 Kaitaia	0.4012 hectares, more or less, being Lot 1 DP 190149. All Computer Freehold Register NA120B/203.	Ngāti Kahu Te Rarawa
7000907 Ahipara	0.0626 more or less, being Lot 1 DP 212057. All Computer Freehold Register NA138C/584.	Ngāti Kahu Te Rarawa

LAND HOLDING AGENCY: Land Information New Zealand		
Address or Property ID	Legal Description	Other Relevant Iwi
Okahu Road, Kaitaia ID 10040	0.1163 hectares, more or less, being Section 1 SO 68141.	Ngāti Kahu Te Rarawa
Ahipara Road, Kaitaia ID 10251	0.0390 hectares, more or less, being Lot 5 DP 138309.	Ngāti Kahu Te Rarawa

LAND HOLDING AGENCY: Department of Conservation		
Address or other Description	Legal Description	Other Relevant Iwi
Ahipara Recreation Reserve (those parts within Te Aupouri Area of Interest)	1.3785 hectares, approximately, being Ahipara 2B55. All GN 579670.1. Subject to survey.	Ngāti Kahu Te Rarawa
Kaitaia Scenic Reserve	7.6890 hectares, more or less, being Section 43 Block X Takahue Survey District. All Gazette 1924 p 2172.	Ngāti Kahu Te Rarawa

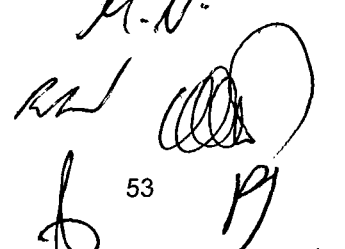


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APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Department of Conservation		
Address or other Description	Legal Description	Other Relevant Iwi
Herekino Forest (Part Northland Conservation Park) (those parts within Te Aupouri Area of Interest)	256.9374 hectares, more or less, being Sections 96.8842 and 160.0531 Block IX Takahue Survey District. All <i>Gazette</i> 1938 page 815.	Ngāti Kahu Te Rarawa
	165.1117 hectares, more or less, being Section 9 Block XIV Takahue Survey District. Part <i>Gazette</i> 1925 page 1834.	
	82.34 hectares, approximately, being Parts Uwhiro Block Part <i>Gazette</i> 1906 page 1427. Subject to survey.	
	586.54 hectares, approximately, being Parts Takahue 1. Subject to survey. Part <i>Gazette</i> 1906 page 1427 and Part <i>Gazette</i> 1935 page 2785. Subject to survey.	
	168.1775 hectares, approximately, being Part Section 28 Block X Takahue Survey District. Part <i>Gazette</i> 1952 page 199. Subject to survey.	
	2793.5567 hectares, approximately, being Parts Orowhana Block. Part <i>Gazette</i> 1925 page 549, Part <i>Gazette</i> 1906 page 1427 and Part <i>Gazette</i> 1935 page 2785. Subject to survey.	
	23.1657 hectares, more or less, being Section 46 Block X Takahue Survey District. All <i>Gazette</i> 1980 page 3269.	
	272.2497 hectares, more or less, being Sections 31, 56 and 58 Block X Takahue Survey District. Part <i>Gazette</i> 1952 page 422.	
	34.1959 hectares, more or less, being Pukepoto 4A1 and 4B2. All <i>Gazette</i> notice B870397.1 and all Computer Interest Register NA82C/288.	
	107.0899 hectares, more or less, being Section 61 Block X Takahue Survey District. All <i>Gazette</i> 1967 page 1017.	
	2.4534 hectares, more or less, being Part Lot 4 DP 28278. All Computer Freehold Register NA 706/78.	
	47.82 hectares, approximately, being Part Kaitaia B. Subject to survey. Section 23 Reserves and other Lands Disposal and Public Bodies Empowering Act 1924. Subject to survey.	
	25.06 hectares, approximately, being Parts Kaitaia A. Part <i>Gazette</i> 1935 page 2785 and Part Section 23 Reserves and other Lands Disposal and Public Bodies Empowering Act 1924. Subject to survey.	
6.0903 hectares, more or less, being Sections 37, 38 and 39 Block X Takahue Survey District. All <i>Gazette</i> 1967 page 1146.		

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APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Housing New Zealand Corporation		
Address or other Description	Legal Description	Other Relevant Iwi
7003770 Houhora	0.3232 hectares, more or less, being Lot 1 DP 89596. All Computer Freehold Register NA46D/297.	Ngāti Kuri
7006452 Houhora	0.6034 hectares, more or less, being Lot 1 DP 106824. All Computer Freehold Register NA59C/437.	Ngāti Kuri

LAND HOLDING AGENCY: Department of Conservation		
Address or other Description	Legal Description	Other Relevant Iwi
Kermadec Islands Nature Reserve (all Islands)	3360.00 hectares, approximately, being the Kermadec Islands. Subject to survey.	Ngāti Kuri
Three Kings Islands Nature Reserve. (Manawatāwhi).	684.7281 hectares, more or less, being Three Kings Islands or Manawa Tahī Islands. All Computer Freehold Register NA149/231.	Ngāti Kuri
Motuopao Island Nature Reserve	29.1 hectares, approximately, being Motuopao Island. All Gazette 1962 p 2118. Subject to survey.	Ngāti Kuri
Te Paki Road	0.5 hectares, approximately, being Part Muriwhenua Block. Balance Gazette 1983 p 485. Subject to survey.	Ngāti Kuri
Te Paki Recreation Reserve	14055 hectares, approximately, being Allotments 16, 17, 18, Parts Allotment 13 Parish of Muriwhenua and Parts Section 41 SO434210. Part Gazette notice B322652.1. Subject to survey. 1.3670 hectares, approximately, being Sections 5 and 6 SO 434210. Part Gazette 2013, page 3063. 0.02 hectares, approximately, being Part Section 14 SO 434210. Part Gazette 2013, page 3063. Subject to survey. 0.72 hectares, approximately, being Parts Muriwhenua Block. Part Gazette 2005 page 1912. Subject to survey. 489.0600 hectares, more or less, being Lot 2 DP 70355. All Computer Freehold Register NA27A/351. 4.1707 hectares, more or less, being Lot 2 DP 56356. All Computer Freehold Register NA26B/949. 634.0000 hectares, more or less, being Lot 1 DP 117432. All Computer Freehold Register NA66D/302.	Ngāti Kuri
North Cape Scientific Reserve	682.7046 hectares, more or less, being Section 1 Block V North Cape Survey District. All GN A33438.	Ngāti Kuri

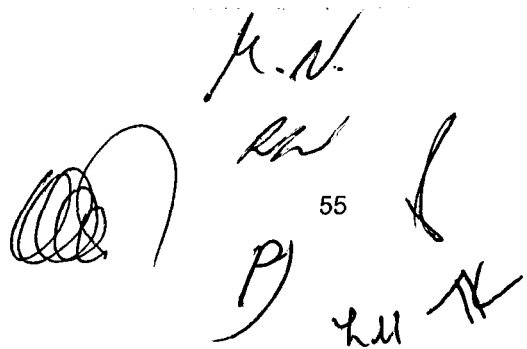
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APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: Department of Conservation		
Address or other Description	Legal Description	Other Relevant Iwi
Mokaikai Scenic Reserve	292.0 hectares, approximately, being Part Ohao 2B and 2C. Part <i>Gazette</i> notice B322652.2. Subject to survey. 1431.0 hectares, approximately, being Part Mokaikai Block. Balance Computer Freehold Registers NA738/244 (1/2 share); NA2108/28 (3/8 share) and Computer Freehold Registers NA1A/1450 (1/8 share). Subject to survey.	Ngāti Kuri
Lake Taeore Wildlife Management Reserve	18.3120 hectares, approximately, being Lake Taeore. All <i>Gazette</i> 1982 p 2785. Subject to survey. 7.0900 hectares, more or less, being Section 10 Block XIII Tarawara Survey District. All <i>Gazette</i> notice B274620.1.	Ngāti Kuri
Bulrush Lake Conservation Area	22.9470 hectares, more or less, being Sections 9 and 12 Block IV Houhora West Survey District.	Ngāti Kuri
Te Ramanuka Conservation Area	0.4209 hectares, more or less, being Section II Block IV Houhora West Survey District. All <i>Gazette</i> 1985 p 2717. 125 hectares, approximately, being Parts Section 3 Block IV Houhora West Survey District. Subject to survey. 25 hectares, approximately, being Parts Section 1 Block IV Houhora West Survey District. Subject to survey. 13 hectares, approximately, being Swan Lake. Subject to survey. 21 hectares, approximately, being Lake Half. Subject to survey. 44 hectares, approximately, being Part Section 4 Block IV Houhora West Survey District; Part <i>Gazette</i> 1961 p 911. Subject to survey.	Ngāti Kuri
Cape View Conservation Area	20.0010 hectares, more or less, being Section 1 SO 65969.	Ngāti Kuri

LAND HOLDING AGENCY: Department of Conservation		
Address or other Description	Legal Description	Other Relevant Iwi
Paxton Point Conservation Area	418 hectares, approximately, being Section 29 Block I, Section 1 Block Houhora East Survey District, Part Section 9 Block XIII Tarawara Survey District and Section 2 SO 58712. Subject to survey.	Ngāti Kuri Ngāi Takoto



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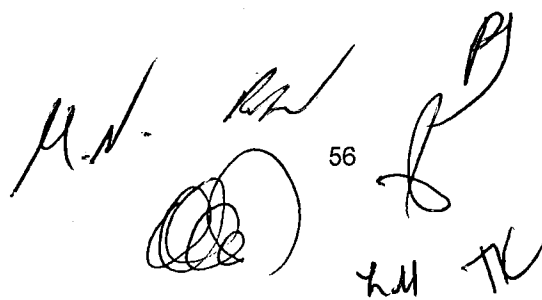
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APPENDIX 6: RFR LAND

LAND HOLDING AGENCY: New Zealand Police		
Address or other Description	Legal Description	Other Relevant Iwi
Houhora Police Station, Lamb Road	0.2443 hectares, more or less, being Lots 1, 2 and 3 DP 44000. All Computer Freehold Register NA105D/620.	Ngāti Kuri Ngāi Takoto Ngāti Kahu

LAND HOLDING AGENCY: Ministry of Education		
Address or other Description	Legal Description	Other Relevant Iwi
Pukenui School	1.3191 hectares, approximately, being Lots 39, 40, 41, 42 and 43 DP 44000, Part Lot 3 DP 11051 and Section 3A Block XI Houhora East Survey District. All Gazette notice A289422. Subject to survey. 0.1895 hectares, more or less being Lots 44 and 45 DP 44000. All Gazette notice. B712489.2.	Ngāti Kuri Ngāi Takoto Ngāti Kahu



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