

**THE TRUSTEES OF TE TĀWHARAU O NGĀTI PŪKENGA TRUST**

**AND**

**THE CROWN**

---

**FOURTH DEED TO AMEND  
NGĀTI PŪKENGA  
DEED OF SETTLEMENT**

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**FOURTH DEED TO AMEND NGĀTI PŪKENGA  
DEED OF SETTLEMENT**

THIS DEED is made on the *1st* day of *MARCH* 2016

**BETWEEN**

**THE TRUSTEES OF TE TĀWHARAU O NGĀTI PŪKENGA TRUST**

**AND**

**THE CROWN**

## 1. BACKGROUND

- A. The Trustees of Te Tāwharau o Ngāti Pūkenga Trust and the Crown are parties to a:
- (a) Deed of Settlement dated 7 April 2013;
  - (b) Deed to Amend the Ngāti Pūkenga Deed of Settlement dated 16 October 2013;
  - (c) Deed to Amend the Ngāti Pūkenga Deed of Settlement (Tauranga) dated 20 October 2014; and
  - (d) Deed to Amend the Ngāti Pūkenga Deed of Settlement (Hauraki) dated 20 October 2014 (the "**deed to amend the Ngāti Pūkenga Deed of Settlement (Hauraki)**"),
- (together, the "**Deed of Settlement**").
- B. Since the signing of the Deed of Settlement, Ngā Hapū o Ngāti Ranginui, Ngāi Te Rangi, Ngāti Pūkenga, the Tauranga Moana Iwi Collective Limited Partnership (TMIC) and the Crown have entered into the Tauranga Moana Iwi Collective Deed dated 21 January 2015 (the "**Collective Deed**"). The Collective Deed specifies the collective redress that the iwi comprising TMIC will receive from the Crown. TMIC and the Crown have agreed that the legislation that gives effect to the Tauranga Moana Framework, being part of the collective redress under the Collective Deed, will be separate from the TMIC legislation.
- C. The governance entity and the Crown wish to enter this deed to formally record certain amendments to:
- (a) the Deed of Settlement, in accordance with clause 5.1 of the General Matters Schedule to the Deed of Settlement; and
  - (b) the deed to amend the Ngāti Pūkenga Deed of Settlement (Hauraki).

**IT IS AGREED** as follows:

### **EFFECTIVE DATE OF THIS DEED**

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

### **AMENDMENTS TO THE DEED OF SETTLEMENT**

- 1.2 The Deed of Settlement:

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

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

### **DEFINITIONS AND INTERPRETATION**

- 1.3 Unless the context otherwise requires:

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

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

**COUNTERPARTS**

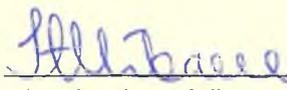
1.4 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

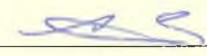
FOURTH DEED TO AMEND NGĀTI PŪKENGĀ DEED OF SETTLEMENT

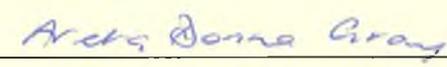
SIGNED as a Deed to Amend on 1st day of MARCH 2016

SIGNED by the TRUSTEES OF TE TĀWHARAU O NGĀTI PŪKENGĀ TRUST

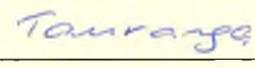
SIGNED by JOCELYN ANNE MIKAERE-HOLLIS )  
as trustee, in the presence of: )

  
\_\_\_\_\_  
Jocelyn Anne Mikaere-Hollis

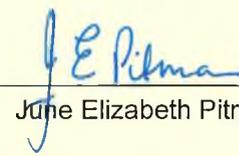
  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Witness Name

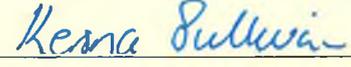
  
\_\_\_\_\_  
Occupation

  
\_\_\_\_\_  
Address

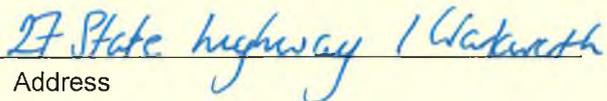
SIGNED by JUNE ELIZABETH PITMAN as trustee, in the presence of: )

  
\_\_\_\_\_  
June Elizabeth Pitman

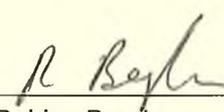
  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Witness Name

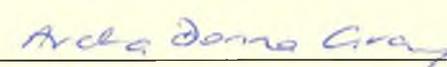
  
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Occupation

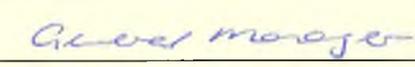
  
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Address

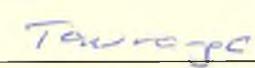
SIGNED by REGINA REHINA BERGHAN as trustee, in the presence of: )

  
\_\_\_\_\_  
Regina Rehina Berghan

  
\_\_\_\_\_  
Signature of Witness

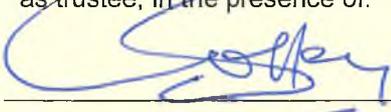
  
\_\_\_\_\_  
Witness Name

  
\_\_\_\_\_  
Occupation

  
\_\_\_\_\_  
Address

SIGNED by **TURANGA HOTUROA  
BARCLAY-KERR**

as trustee, in the presence of:

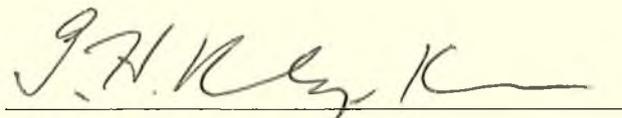


Signature of Witness

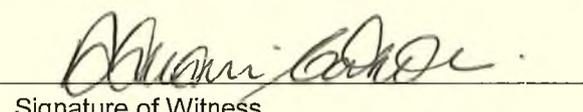
WAYNE CAFFEY  
Witness Name

Company DIRECTOR  
Occupation

190 ORIENTAL PARADE, WELLINGTON  
Address

)   
\_\_\_\_\_  
Turanga Hoturoa Barclay-Kerr

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

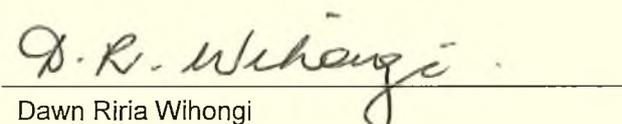


Signature of Witness

Alexander Bentley CATRAN  
Witness Name

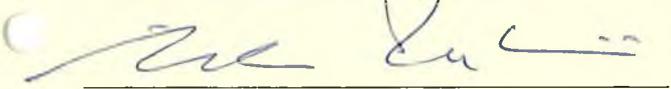
UNDERTAKER  
Occupation

709 POWEN ST. THAMES  
Address

)   
\_\_\_\_\_  
Dawn Riria Wihongi

A.B. Catran, JP  
#99139  
THAMES  
Justice of the Peace for New Zealand

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

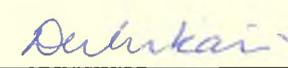


Signature of Witness

ANTON TUKARIRI  
Witness Name

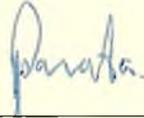
CORRECTIONS OFFICER  
Occupation

5642A SH12 RD2 KAIKŌHE  
Address

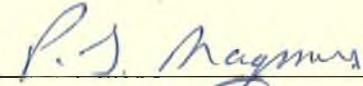
)   
\_\_\_\_\_  
Donna Waimihi Tukariri

FOURTH DEED TO AMEND NGĀTI PŪKENGA DEED OF SETTLEMENT

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



Hori Moanaroa Parata

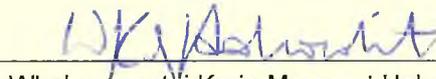
  
Signature of Witness

Pete John Maguire.  
Witness Name

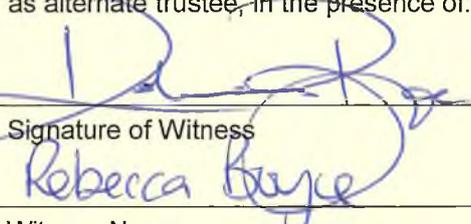
Handyman.  
Occupation

29 Pak Rd. Orewahi Whangarei.  
Address

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



Whakarongotai Karin Margaret Hokowhitu

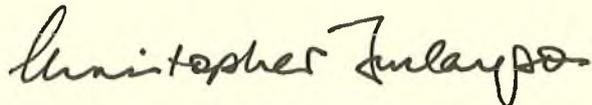
  
Signature of Witness

Rebecca Bayne  
Witness Name

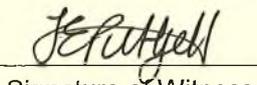
Administrator  
Occupation

Tauranga  
Address

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



Honourable Christopher Finlayson

  
Signature of Witness

FERN WOOLRIDGE HYETT  
Witness Name

PRIVATE SECRETARY (TREATY)  
Occupation

WELLINGTON  
Address

## SCHEDULE 1

## AMENDMENTS TO THE DEED OF SETTLEMENT

## The deed to amend the Ngāti Pūkenga Deed of Settlement (Hauraki)

Current part and reference	Amendment
Part 5 The Hauraki Gulf/Tīkapa Moana	Part 5 of the deed to amend the Ngāti Pūkenga Deed of Settlement (Hauraki) is deleted.
Clause 7.1, definition of "harbours"	The definition of " <b>harbours</b> " is deleted.

## Deed of Settlement

Current part and reference	Amendment
New clauses 8.4 – 8.9	<p>The following new clauses, and their associated heading, are inserted immediately after clause 8.3.2:</p> <p><b>"TAURANGA MOANA FRAMEWORK</b></p> <p>8.4 The parties acknowledge that this deed and the Collective Deed provide for the redress in relation to the Tauranga Moana. However, despite clause 5.3 of this deed, the parties further acknowledge that the settlement legislation and the TMIC legislation do not yet provide for this redress.</p> <p>8.5 The parties agree that the Tauranga Moana Framework will be provided for in separate legislation as soon as the following matters have been resolved to the satisfaction of TMIC and the Crown, and in accordance with the principles of Te Tiriti o Waitangi / the Treaty of Waitangi:</p> <p>8.5.1 whether a process is required and, if so the nature of that process, for resolving the disagreements referred to in Part 1, paragraph 10.3 of the Appendix to Part 3 of the TMIC legislative matters schedule;</p> <p>8.5.2 how such legislation will provide for the participation of two or more iwi with recognised interests in Tauranga Moana through one seat on the Tauranga Moana Governance Group (as provided in Part 1, paragraph 1.1.5 of the Appendix to Part 3 of the TMIC legislative matters schedule); and</p> <p>8.5.3 the scope of the area marked as 'A' on the Tauranga Moana</p>

Current part and reference	Amendment
	<p style="text-align: center;">Framework plan in the TMIC attachments.</p> <p>8.6 The Crown agrees to negotiate in good faith, as soon as reasonably practicable, to resolve the matters referred to in clauses 8.5.1 to 8.5.3. So long as the Crown negotiates in good faith, as soon as reasonably practicable, to resolve the matters referred to in clauses 8.5.1 to 8.5.3, Ngāti Pūkenga and the governance entity agree that the Crown shall not be in breach of this deed or the Collective Deed if the Tauranga Moana Framework has not been provided for in separate legislation.</p> <p>8.7 Clauses 8.5 and 8.6 do not exclude the jurisdiction of the Court, tribunal or other judicial body in respect of the process in clauses 8.5 or 8.6.</p> <p>8.8 The Crown recognises it is Ngāti Pūkenga and the governance entity's desire to have the recognised interest areas for iwi with recognised interests confirmed by the Crown following the process outlined in clauses 2.14 to 2.16 of the Collective Deed, before the separate legislation providing for the Tauranga Moana Framework is introduced.</p> <p>8.9 Ngāti Pūkenga, the governance entity, and the Crown agree that the Tauranga Moana Framework is a critical element of the settlement. Ngāti Pūkenga and the governance entity consider, but without in anyway derogating from clause 5.3, that the settlement is not complete until the separate legislation providing for the Tauranga Moana Framework comes into force."</p>
New part 8A	<p>The following new part, and its associated heading, is added immediately after new clause 8.9:</p> <p><b>"8A HARBOURS</b></p> <p><b>HAURAKI GULF / TĪKAPA MOANA</b></p> <p>8A.1 Hauraki Gulf / Tikapa Moana (and the harbours within it) is of great cultural, historical, and spiritual importance to Ngāti Pūkenga and other iwi of Hauraki.</p> <p>8A.2 Ngāti Pūkenga wish to record their aspirations for harbours redress that provides for co-governance of the resource as envisaged under Te Tiriti o Waitangi/the Treaty of Waitangi that will:</p> <p style="padding-left: 40px;">8A.2.1 restore and enhance the ability of Tikapa Moana (and the harbours within it) to provide nourishment and spiritual sustenance; and</p>

Current part and reference	Amendment
	<p>8A.2.2 recognise the significance of Tīkapa Moana as a maritime pathway to settlements throughout the Hauraki rohe; and</p> <p>8A.2.3 uphold the exercise by Ngāti Pūkenga of kaitiakitanga and rangatiratanga.</p> <p><b>DEFERRAL OF HARBOURS NEGOTIATIONS</b></p> <p>8A.3 Even though the historical claims are settled by this deed and the settlement legislation, this deed does not provide for all redress in relation to Tīkapa Moana (and the harbours within it). The Crown will negotiate with Ngāti Pūkenga to develop redress for Tīkapa Moana. Negotiations over Tīkapa Moana will also involve other iwi with interests.</p> <p>8A.4 The Crown owes Ngāti Pūkenga a duty of good faith and will negotiate redress in relation to Tīkapa Moana with Ngāti Pūkenga in a manner consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.</p> <p>8A.5 Ngāti Pūkenga acknowledge that the Crown is not in breach of this deed if the redress referred to in clauses 8A.4 has not been provided by any particular date if, on that date, the Crown is still willing to negotiate in good faith in an attempt to provide the redress.</p> <p>8A.6 Ngāti Pūkenga are not precluded from making a claim to any court, tribunal or other judicial body in respect of the process referred to in clauses 8A.3 to 8A.5."</p>
New clauses 9.5A – 9.5C	<p>The following new clauses, and their associated heading, are inserted immediately after clause 9.5:</p> <p><b>"AMENDMENT TO SETTLEMENT LEGISLATION</b></p> <p>9.5A The parties agree that the settlement legislation will be amended:</p> <p>9.5A.1 to insert provisions relating to minerals, including but not limited to minerals vested in the governance entity (<b>vested minerals</b>) that are in cultural redress properties, the treatment of existing privileges and permits under the Crown Minerals Act 1991 over vested minerals, the application of that Act, and, in respect of vested minerals royalty-based payments. Any amendment will reflect the agreements reached with Pare Hauraki and given effect to in the settlement legislation provided for by the Pare Hauraki Collective Redress Deed; and</p>

Current part and reference	Amendment
	<p>9.5A.2 to exclude the jurisdiction of courts, tribunals and other judicial bodies in relation to the following, to the extent that they relate to Ngāti Pūkenga:</p> <ul style="list-style-type: none"> <li>(a) a Pare Hauraki Collective Redress Deed:</li> <li>(b) legislation provided for in a Pare Hauraki Collective Redress Deed: and</li> <li>(c) the redress provided under a Pare Hauraki Collective Redress Deed and the legislation provided for in that deed.</li> </ul> <p>9.5B Any amendment made in accordance with clause 9.5A must:</p> <p>9.5B.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and</p> <p>9.5B.2 be in a form that is satisfactory to Ngāti Pūkenga and the Crown.</p> <p>9.5C Ngāti Pūkenga and the governance entity must support the passage of an amendment made in accordance with clause 9.5A through Parliament."</p>
Clause 9.10.1	Clause 9.10.1 is amended by deleting the words "36 months" and replacing it with the words "48 months".
Clause 10.5.3(a)	Clause 10.5.3(a) is amended by inserting the text ", and" between the names "Te Tawera" and "Ngāti Hā".
Clause 10.5.3(c)	<p>Clause 10.5.3(c) is deleted and replaced with the following text:</p> <p>"(c) any whānau, hapū or group to the extent that it is composed of individuals referred to in paragraph 10.5.1".</p>
Clause 10.6.1	Clause 10.6.1 is amended by deleting the phrase "in relation to the kāinga areas of interest".
Clause 10.6.1(b)	Clause 10.6.1(b) is amended by deleting the text "/or".
Clause 10.6.1(c)	Clause 10.6.1(c) is renumbered to be clause 10.6.2.

## General Matters Schedule

Current part and reference	Amendment
Paragraph 6.1, definition of " <b>Collective Deed</b> "	<p>The definition of "<b>Collective Deed</b>" is deleted and replaced with the following definition:</p> <p><b>"Collective Deed</b> means the Tauranga Moana Collective Deed between Ngā Hapū o Ngāti Ranginui, Ngāi te Rangī, Ngāti Pūkenga, the Tauranga Moana Iwi Collective Limited Partnership and the Crown dated 21 January 2015; and".</p>
Paragraph 6.1, definition of " <b>Crown redress</b> "	<p>The definition of "<b>Crown redress</b>" is deleted and replaced with the following definition:</p> <p><b>"Crown redress:</b></p> <ul style="list-style-type: none"> <li>(a) means redress: <ul style="list-style-type: none"> <li>(i) provided by the Crown to the governance entity; or</li> <li>(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and</li> </ul> </li> <li>(b) includes any right of the governance entity to acquire the Manaia School site in Thames, including with another or other persons, under any right referred to in clause 2.1 of the deed to amend the Ngāti Pūkenga deed of settlement (Hauraki); and</li> <li>(c) includes the right of first refusal of the governance entity under the settlement documentation in relation to RFR land; and</li> <li>(d) includes any part of the Crown redress; and</li> <li>(e) does not include: <ul style="list-style-type: none"> <li>(i) an obligation of the Crown to transfer the Manaia School site in Thames under any right referred to in clause 2.1 of the deed to amend the Ngāti Pūkenga deed of settlement (Hauraki); or</li> <li>(ii) the Manaia School site in Thames; or</li> <li>(iii) an obligation on the Crown under the settlement documentation to transfer RFR land; or</li> <li>(iv) RFR land; or</li> <li>(v) any on-account payment made to entities other than the governance entity; and".</li> </ul> </li> </ul>
Paragraph 6.1, definition of " <b>cultural redress</b> "	<p>The definition of "<b>cultural redress</b>" is deleted and replaced with the following definition:</p> <p><b>"cultural redress</b> means redress provided by or under:</p> <ul style="list-style-type: none"> <li>(a) part 6 of the deed of settlement; or</li> <li>(b) part 3 or part 4 of the deed to amend the Ngāti Pūkenga deed of settlement (Hauraki); or</li> <li>(c) the settlement legislation giving effect to part 6 of the deed of settlement or part 3 or part 4 of the deed to amend the Ngāti Pūkenga deed of settlement (Hauraki); and".</li> </ul>

Current part and reference	Amendment
Paragraph 6.1	<p>After the definition of "<b>deed plan</b>", the following new definition is inserted:</p> <p><b>"deed to amend the Ngāti Pūkenga deed of settlement (Hauraki)</b> means the deed to amend this deed, which provides for redress in relation to the Hauraki region, entered into by Ngāti Pūkenga, the trustees of Te Tāwharau o Ngāti Pūkenga Trust and the Crown on 20 October 2014; and".</p>
Paragraph 6.1	<p>After the definition of "<b>Pakikaikutu kāinga area of interest</b>", the following new definitions are inserted:</p> <p><b>"Pare Hauraki:</b></p> <p>(a) means the collective group comprising the following iwi:</p> <ul style="list-style-type: none"> <li>(i) Hako;</li> <li>(ii) Ngāi Tai ki Tāmaki;</li> <li>(iii) Ngāti Hei;</li> <li>(iv) Ngāti Maru;</li> <li>(v) Ngāti Paoa;</li> <li>(vi) Ngāti Porou ki Hauraki;</li> <li>(vii) Ngāti Pūkenga;</li> <li>(viii) Ngāti Rahiri Tumutumu;</li> <li>(ix) Ngāti Tamaterā;</li> <li>(x) Ngāti Tara Tokanui;</li> <li>(xi) Ngaati Whanaunga;</li> <li>(xii) Te Patukirikiri; and</li> </ul> <p>(b) includes individuals who are members of one or more of the iwi listed in paragraph (a); and</p> <p>(c) includes any whānau, hapū, or group to the extent that it is composed of those individuals; and</p> <p><b>Pare Hauraki Collective Redress Deed</b> means a deed that may be signed by the Crown and for and on behalf of Pare Hauraki; and".</p>
Paragraph 6.1	<p>After the definition of "<b>protocol</b>", the following new definition is inserted:</p> <p><b>"recognised interests</b> for the purposes of clause 8.5.2 has the meaning set out in Part 1, Appendix to Part 3 of the TMIC legislative matters schedule; and".</p>
Paragraph 6.1	<p>After the definition of "<b>terms of negotiation</b>", the following new definitions are inserted:</p> <p><b>"Tauranga Moana</b> has the meaning given to "Tauranga Moana" and "moana" in the Collective Deed; and</p> <p><b>Tauranga Moana Framework</b> is the redress referred to in the Collective Deed; and</p> <p><b>Tauranga Moana Governance Group</b> has the meaning given to it in the TMIC legislative matters schedule; and".</p>

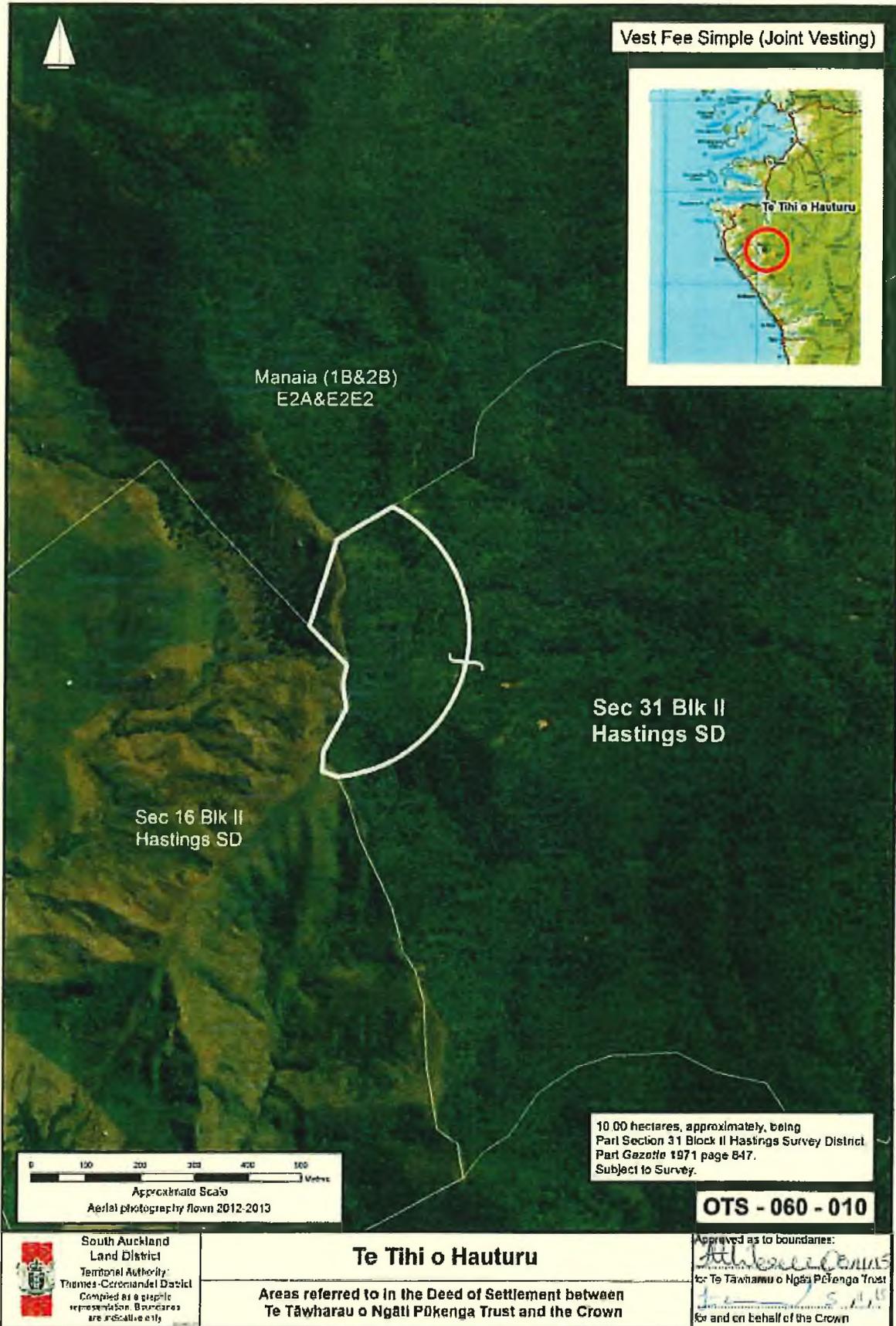
Current part and reference	Amendment
Paragraph 6.1	<p>After the definition of "<b>TMIC or Tauranga Moana Iwi Collective</b>", the following new definitions are inserted:</p> <p><b>TMIC attachments</b> means the attachments to the Collective Deed; and</p> <p><b>TMIC legislative matters schedule</b> means the legislative matters schedule to the Collective Deed; and</p> <p><b>TMIC legislation</b> has the meaning given to "collective legislation" in the general matters schedule to the Collective Deed; and".</p>

### Attachments

Current part and reference	Amendment
Part 2 Deed Plans	The deed plan of "Te Tihi o Hauturu (OTS-060-010)" is replaced with the deed plan attached in schedule 2 to the deed to amend.
Part 2 Deed Plans	The deed plan of "Pae ki Hauraki (OTS-606-003)" is replaced with the deed plan attached in schedule 2 to this deed to amend.

SCHEDULE 2

Te Tihi o Hauturu



Pae ki Hauraki

