

TE ATIAWA
and
THE TRUSTEES OF TE KOTAHITANGA O TE ATIAWA TRUST
and
THE CROWN

DEED TO AMEND
TE ATIAWA
DEED OF SETTLEMENT

DEED TO AMEND TE ATIWA DEED OF SETTLEMENT

THIS DEED is made on the *10th* day of *August* 2015

BETWEEN

THE TRUSTEES OF TE KOTAHITANGA O TE ATIWA TRUST ("governance entity")

AND

THE CROWN

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1. BACKGROUND

- A. Te Atiawa, the trustees of Te Kotahitanga o Te Atiawa Trust and the Crown are parties to a Deed of Settlement dated 9 August 2014 (the "**Deed of Settlement**").
- B. The parties wish to enter this Deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 5.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This Deed takes effect when it is properly executed by the governance entity and the Crown.

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.

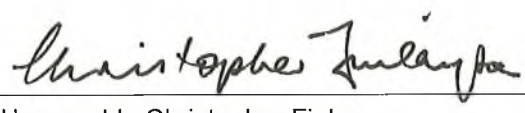
COUNTERPARTS

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

DEED TO AMEND TE ATIWA DEED OF SETTLEMENT

SIGNED as a deed on 10 August 2015

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

)
)
) 

Honourable Christopher Finlayson



Signature of Witness

PATRICK SOUTHEY

Witness Name

PRIVATE SECRETARY

Occupation

WELLINGTON

Address

SIGNED by the trustees of TE KOTAHITANGA O TE ATIWA TRUST

SIGNED by **WHAREHOKA WANO**
as trustee, in the presence of:

) Wano
)
Wharehoka Craig Wano

[Signature]
Signature of Witness

Maureen Hannan
Witness Name

Executive Administrator
Occupation

101A Fullford St. New Plymouth.
Address

SIGNED by **PETER MOEAHU**
as trustee, in the presence of:

) P. Moeahu
)
Peter Moeahu

[Signature]
Signature of Witness

Hemi Sundgren
Witness Name

Transition Manager
Occupation

23 Peace Avenue, Motuarua, New Plymouth
Address

SIGNED by **KEITH HOLSWICH**
as trustee, in the presence of:

) KL Holswich
)
Keith Raymond Holswich

[Signature]
Signature of Witness

Maureen Hannan
Witness Name

Executive Administrator
Occupation

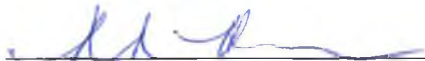
101 A Fullford St. New Plymouth
Address

DEED TO AMEND TE ATIWA DEED OF SETTLEMENT

SIGNED by ANDREA MOANA WILLIAMS
as trustee, in the presence of:

)
) 

Andrea Moana Williams



Signature of Witness

Maureen Hannan

Witness Name

Executive Administrator

Occupation

101A Fulford St. New Plymouth

Address

SIGNED by KURA ANN DENNESS
as trustee, in the presence of:

)
) 

Kura Ann Denness



Signature of Witness

Maureen Hannan

Witness Name

Executive Administrator

Occupation

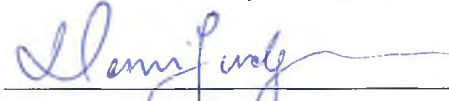
101A Fulford St. New Plymouth

Address

SIGNED by LIANA HUIA POUTU
as trustee, in the presence of:

)
) 

Liana Huia Poutu



Signature of Witness

Hemi Sundgren

Witness Name

Transition Manager

Occupation

23 Peace Avenue, Moturoa, New Plymouth


Address

DEED TO AMEND TE ATIWA DEED OF SETTLEMENT

SIGNED by TANYA KIM SKELTON
as trustee, in the presence of:

)
)


Tanya Kim Skelton


Signature of Witness

Anna Galvin

Witness Name

Analyst

Occupation

14(b) Watson Street, Wellington

Address

SCHEDULE 1
AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current reference	Amendment
Part 5, clause 5.6	<p>Replace the heading above clause 5.6 and clause 5.6 with the following:</p> <p>"Ngā Motu properties</p> <p>5.6 Subject to clause 5.6A, the settlement legislation will provide that, on the settlement date, the fee simple estate in each of the properties described in clause 5.6B vests in undivided half shares in each of the following as tenants in common:</p> <p style="padding-left: 40px;">5.6.1 the trustees; and</p> <p style="padding-left: 40px;">5.6.2 the trustees to be held in trust for the trustees of the Te Kahui o Taranaki Trust until the Taranaki Iwi settlement date.</p> <p>5.6A In the event that the Taranaki Iwi settlement date is to occur on the same date as the settlement date under this deed, the settlement legislation will provide that, on the settlement date, the fee simple estate in each of the properties described in clause 5.6B vests in undivided half shares, in each of the following as tenants in common:</p> <p style="padding-left: 40px;">5.6A.1 the trustees; and</p> <p style="padding-left: 40px;">5.6A.2 the trustees of the Te Kahui o Taranaki Trust.</p> <p>5.6B The properties to be vested in accordance with clauses 5.6 or 5.6A, as the case may be, are:</p> <p style="padding-left: 80px;"><i>As a wildlife refuge subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protected Area Act 1991</i></p> <p style="padding-left: 40px;">5.6B.1 Mataora (Round Rock), Motuotamatea (Snapper Rock), and Pararaki (Seagull Rock) (as shown on deed plan OTS-043-03) as a wildlife refuge subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protected Area Act 1991;</p> <p style="padding-left: 80px;"><i>Subject to sections 7(1) and (2) of the Sugar Loaf Islands Marine Protected Area Act 1991</i></p> <p style="padding-left: 40px;">5.6B.2 Motumahanga (Saddleback), Moturoa, Waikaranga (Seal Rocks), and Whareumu (Lion Rock) (as shown on deed plan OTS-043-03) subject to sections 7(1) and (2) of the Sugar Loaf Islands Marine Protected Area Act 1991; and</p> <p style="padding-left: 80px;"><i>Subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protected Area Act 1991</i></p> <p style="padding-left: 40px;">5.6B.3 Koruanga / Motukuku and Tokatapu (as shown on deed plan OTS-043-03) subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protected Area Act 1991."</p>

DEED TO AMEND TE ATIWA DEED OF SETTLEMENT

Current reference	Amendment
Part 5, clause 5.7	<p>Replace clause 5.7 with the following:</p> <p>"5.7 Despite the vesting of the properties described in clause 5.6B or any subsequent transfer of them:</p> <p style="margin-left: 2em;">5.7.1 each property described in clause 5.6B is to be managed, by the Department of Conservation:</p> <p style="margin-left: 4em;">(a) as if it were held by the Crown as a conservation area under the Conservation Act 1987; and</p> <p style="margin-left: 4em;">(b) in accordance with the Sugar Loaf Islands Marine Protected Area Act 1991; and</p> <p style="margin-left: 2em;">5.7.2 any interests in land that affect a property described in clause 5.6B must be dealt with for the purposes of registration as if the Crown were the registered proprietor of that property."</p>
Part 5, new clauses 5.7A to 5.7D	<p>Insert new clauses 5.7A to 5.7D as follows:</p> <p>"5.7A The Crown, acting through the Department of Conservation, agrees that it will meet with Te Ātiawa and Taranaki Iwi to discuss how the parties will work together collaboratively and constructively on matters relating to Ngā Motu. Discussions may include, but are not limited to:</p> <p style="margin-left: 2em;">5.7A.1 input into and engagement with operational plans relating to Ngā Motu;</p> <p style="margin-left: 2em;">5.7A.2 the nature and scope of the parties' interests and responsibilities;</p> <p style="margin-left: 2em;">5.7A.3 priorities for management of Ngā Motu; and</p> <p style="margin-left: 2em;">5.7A.4 ways to improve the relationship between Te Ātiawa and Taranaki Iwi, with Ngā Motu.</p> <p>5.7B The trustees and the trustees of the Te Kahui o Taranaki Trust may give the Director-General an invitation to meet with them after the settlement date or the Taranaki Iwi settlement date, whichever is the later. The meeting shall occur within 6 months of such invitation being given.</p> <p>5.7C The conservation protocol referred to in clause 5.16.1 sets out how the Crown, acting through the Department of Conservation, will interact with the trustees. If the parties agree, that process can be amended in regard to the particular circumstances of Ngā Motu.</p> <p>5.7D To avoid doubt, the management and administration of Ngā Motu must be consistent with the Conservation Act 1987 and the Sugar Loaf Islands Marine Protected Area Act 1991."</p>
Part 5, new heading above clause 5.8	<p>Insert new heading above clause 5.8:</p> <p>"General provisions in relation to cultural redress properties"</p>

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DEED TO AMEND TE ATIWA DEED OF SETTLEMENT

Current reference	Amendment
Part 6, clause 6.12	<p>Replace clause 6.12 with the following:</p> <p>"6.12 Clause 6.13 applies to any Waitara endowment land to be transferred under any agreement that:</p> <p style="padding-left: 40px;">6.12.1 is entered into by the trustees and the Council; and</p> <p style="padding-left: 40px;">6.12.2 includes a statement to the effect that this section applies to the transfer of Waitara endowment land under the agreement."</p>
Part 6, new clause	<p>Insert new clause 6.14 as follows:</p> <p>"6.14 The settlement legislation will provide that the reservation of any land as a reserve subject to the Reserves Act 1977 is revoked and sections 24 and 25 of that Act (which relate to the revocation of reserves) do not apply to the revocation."</p>
Part 7, clause 7.10	<p>Insert, after clause 7.10, new clause 7.11 as follows:</p> <p>"7.11 The settlement legislation will provide:</p> <p style="padding-left: 40px;">7.11.1 that the Te Atiawa (Taranaki) Settlements Trust is dissolved;</p> <p style="padding-left: 40px;">7.11.2 that the assets and liabilities of the trustees of the Te Atiawa (Taranaki) Settlements Trust vest in the trustees (but, to avoid doubt, the assets and liabilities of Te Atiawa (Taranaki) Holdings Limited remain assets and liabilities of that company);</p> <p style="padding-left: 40px;">7.11.3 that to the extent that any asset or liability of the trustees of Te Atiawa (Taranaki) Settlements Trust is owned or held subject to any charitable trusts, the asset or liability vests in the trustees:</p> <p style="padding-left: 80px;">(a) freed of those charitable trusts; but</p> <p style="padding-left: 80px;">(b) subject to those trusts expressed in the deed of trust for the Te Kotahitanga o Te Atiawa Trust;</p> <p style="padding-left: 40px;">7.11.4 upon the vesting referred to in clause 7.11.2, in relation to Te Atiawa (Taranaki) Holdings Limited:</p> <p style="padding-left: 80px;">(a) to the extent that any asset or liability of Te Atiawa (Taranaki) Holdings Limited is owned or held subject to any charitable purposes:</p> <p style="padding-left: 120px;">(i) the asset or liability is freed of those charitable purposes; and</p> <p style="padding-left: 120px;">(ii) the company's constitution is deemed to have been amended to the extent necessary to give effect to clause 7.11.4(a); and</p> <p style="padding-left: 80px;">(b) if Te Atiawa (Taranaki) Holdings Limited is a tax charity for the purposes of the Inland Revenue Acts, it ceases to be a tax charity; and</p> <p style="padding-left: 40px;">7.11.5 for various transitional arrangements in respect of the Te Kotahitanga o Te Atiawa Trust and the Te Atiawa (Taranaki) Holdings Limited, including transitional taxation arrangements."</p>

DEED TO AMEND TE ATIWA DEED OF SETTLEMENT

Current reference	Amendment
Part 8, clause 8.2.2	Delete clauses 8.2.2(a), 8.2.2(b), 8.2.2(f) and 8.2.2(h) and consequentially re-number the remainder of clause 8.2.2.
Part 8, clause 8.2.3(b)	Insert, after clause 8.2.3(b), the following new clauses: "(c) Wai 54 Nga Iwi o Taranaki claim; (d) Wai 126 Motunui Plant and Petrocorp claim; (e) Wai 667 Manutahi Block claim; and (f) Wai 796 Petroleum claim."

General Matters Schedule

Current reference	Amendment
Part 6, paragraph 6.1	<p>After the definition of "indemnity payment" insert the following new definition:</p> <p style="padding-left: 40px;">"Inland Revenue Acts has the meaning given in section 3(1) of the Tax Administration Act 1994; and".</p> <p>In paragraph (b) of the definition of "land holding agency" replace the reference to "Nga Motu" with "Ngā Motu".</p> <p>Replace the definition of "Nga Motu" with the following:</p> <p style="padding-left: 40px;">"Ngā Motu means the cultural redress properties listed in clauses 5.6B.1 to 5.6B.3; and".</p> <p>After the definition of "Taranaki Iwi" insert the following new definition:</p> <p style="padding-left: 40px;">"Taranaki Iwi settlement date means the settlement date as defined in the legislation that settles the historic claims of the Taranaki Iwi; and".</p> <p>After the definition of "Te Atiawa Iwi Authority" insert the following new definitions:</p> <p style="padding-left: 40px;">"Te Atiawa (Taranaki) Holdings Limited means the registered charity of that name with registration number CC22620; and</p> <p style="padding-left: 40px;">Te Atiawa (Taranaki) Settlements Trust means the charitable trust of that name established by a trust deed dated 4 September 2006 with registration number CC10584; and".</p>

Documents Schedule

Current reference	Amendment
Part 4.1, Attachment A	Replace the Te Atiawa Protocol Area plan in Attachment A with the Conservation Protocol Area plan, attached to this deed to amend as Appendix 4.
Part 4.2, Attachment A	Replace the Fisheries Protocol Area plan in Attachment A with the Fisheries Protocol Area plan, attached to this deed to amend as Appendix 5.

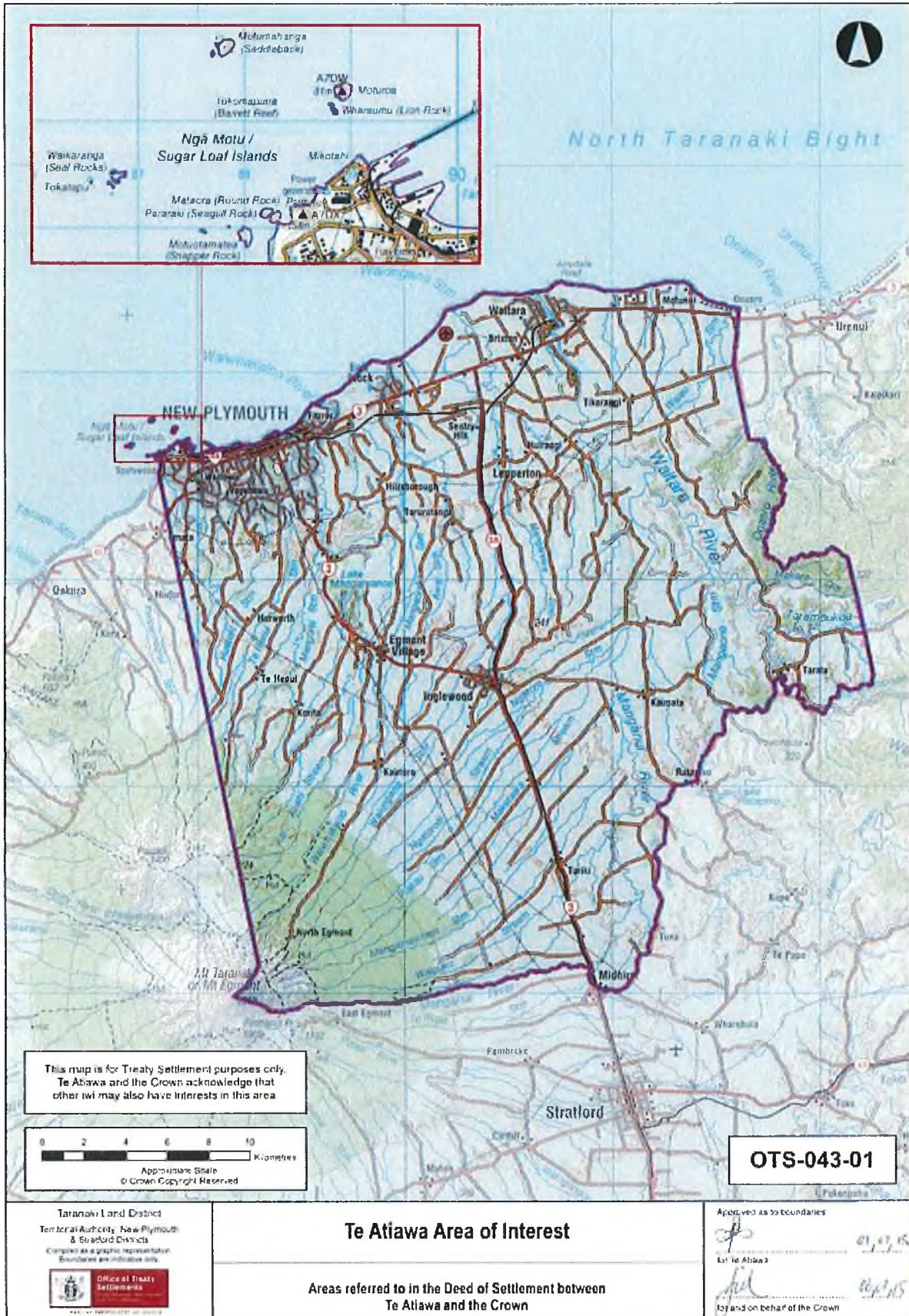
DEED TO AMEND TE ATIWA DEED OF SETTLEMENT

Current reference	Amendment
Part 4.3 Attachment A	Replace the Taonga Tūturu Protocol Area plan in Attachment A with the Taonga Tūturu Protocol Area plan, attached to this deed to amend as Appendix 6.
Part 6.1, Schedule 1	Replace the Te Atiawa Area of Interest plan in Schedule 1 with the Area of Interest plan attached to this deed to amend as Appendix 1.

Attachments Schedule

Current reference	Amendment
Part 1 Area of Interest	Replace the Area of Interest plan in Part 1 with the Area of Interest plan attached to this deed to amend as Appendix 1.
Part 2.2 Te Atiawa Coastal Marine Area	Replace the deed plan for Te Atiawa Coastal Marine Area (OTS-043-51) in Part 2.2 with the deed plan attached to this deed to amend as Appendix 2.
Part 2.3 Mataora, Pararaki and Motuotamatea (OTS-043-03) Moturoa, Motumahanga, Waikaranga and Whareumu (OTS- 043-03) Tokatapu and Koruanga/Motukuku (OTS-043-03)	Replace the deed plan for Mataora, Pararaki and Motuotamatea (OTS-043-03) Moturoa, Motumahanga, Waikaranga and Whareumu (OTS-043-03) Tokatapu and Koruanga/Motukuku (OTS-043-03) with the deed plan attached to this deed to amend as Appendix 3.

APPENDIX 1
AREA OF INTEREST

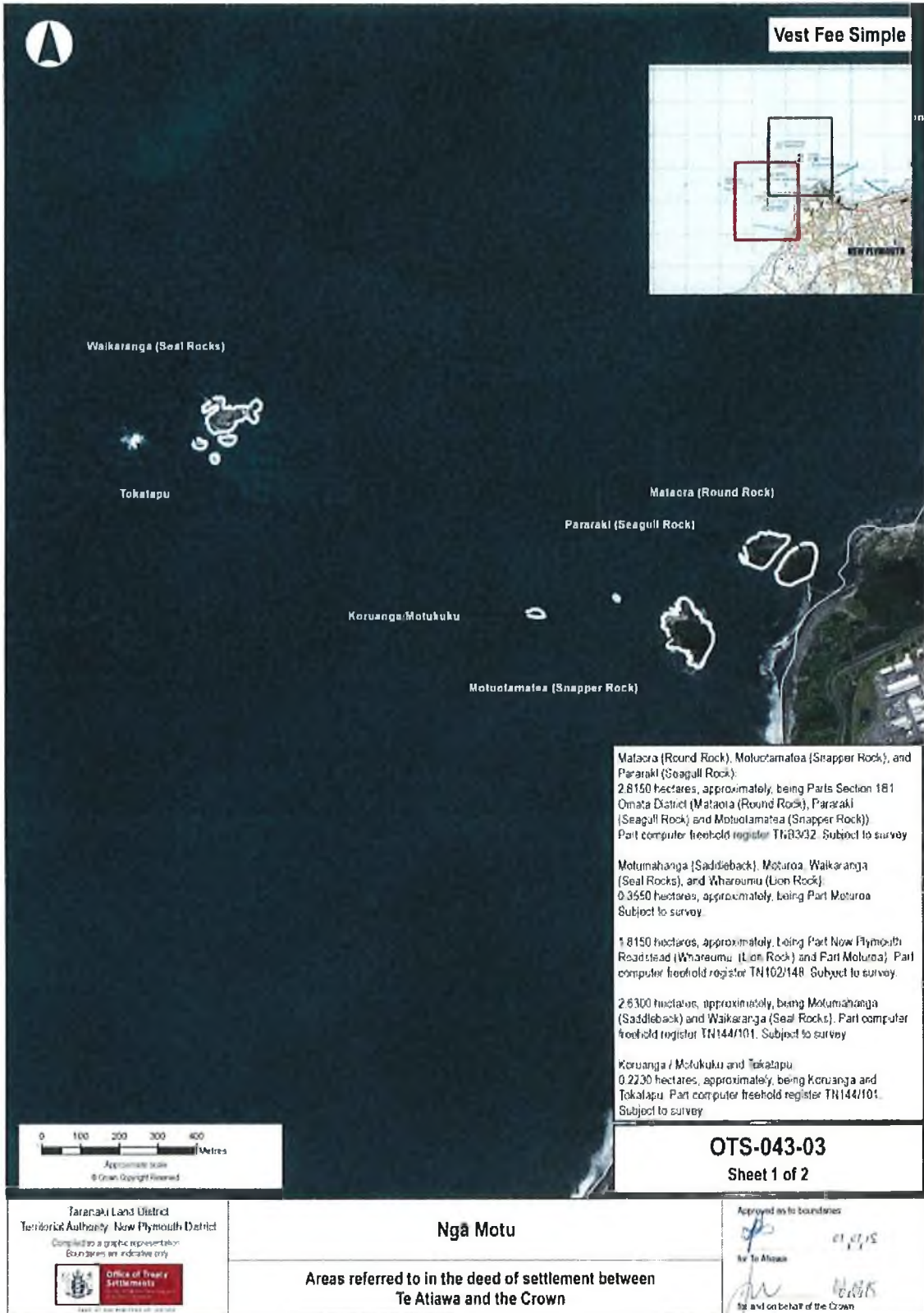


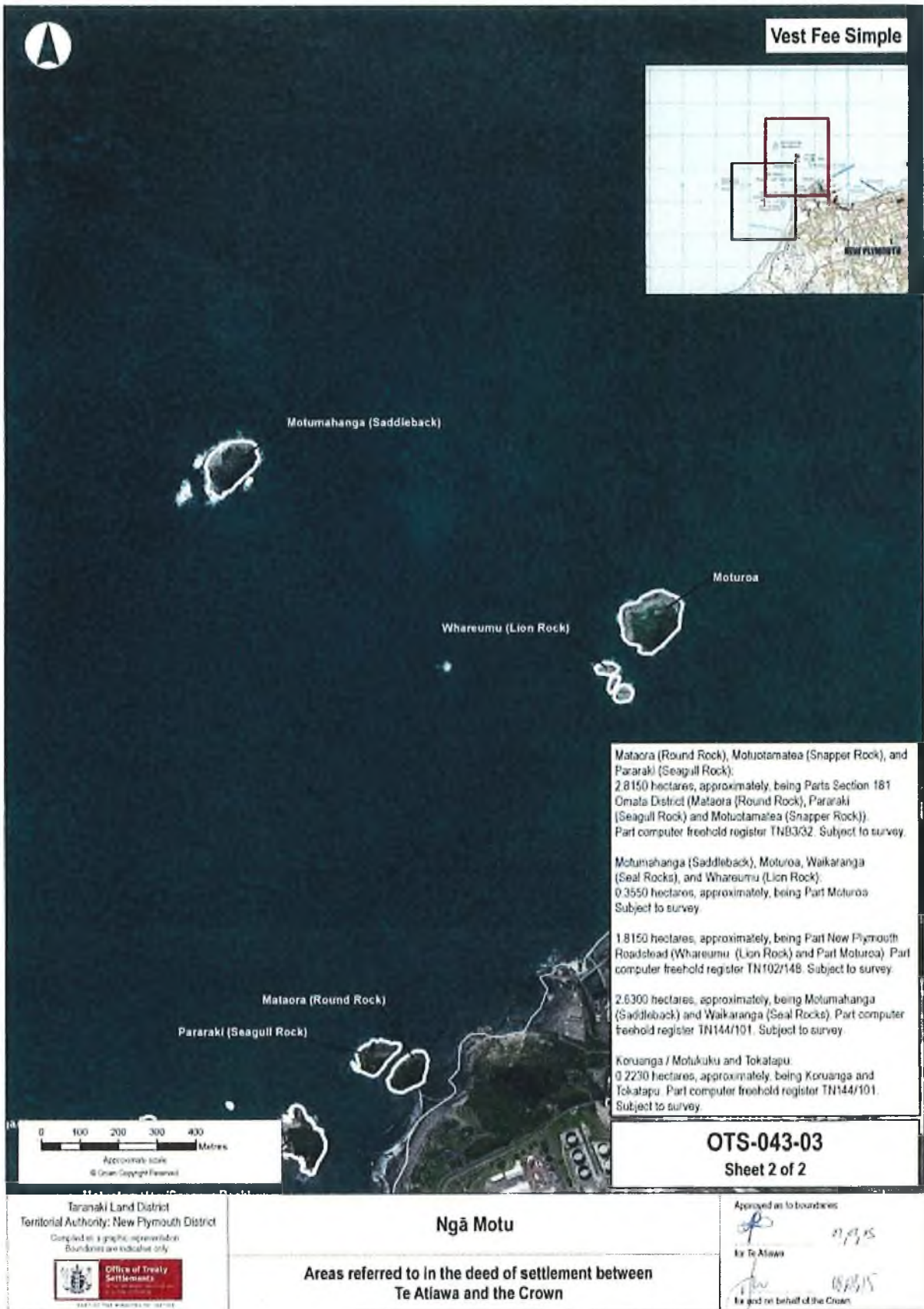
APPENDIX 2
TE ATIWA COASTAL MARINE AREA (OTS-043-51)



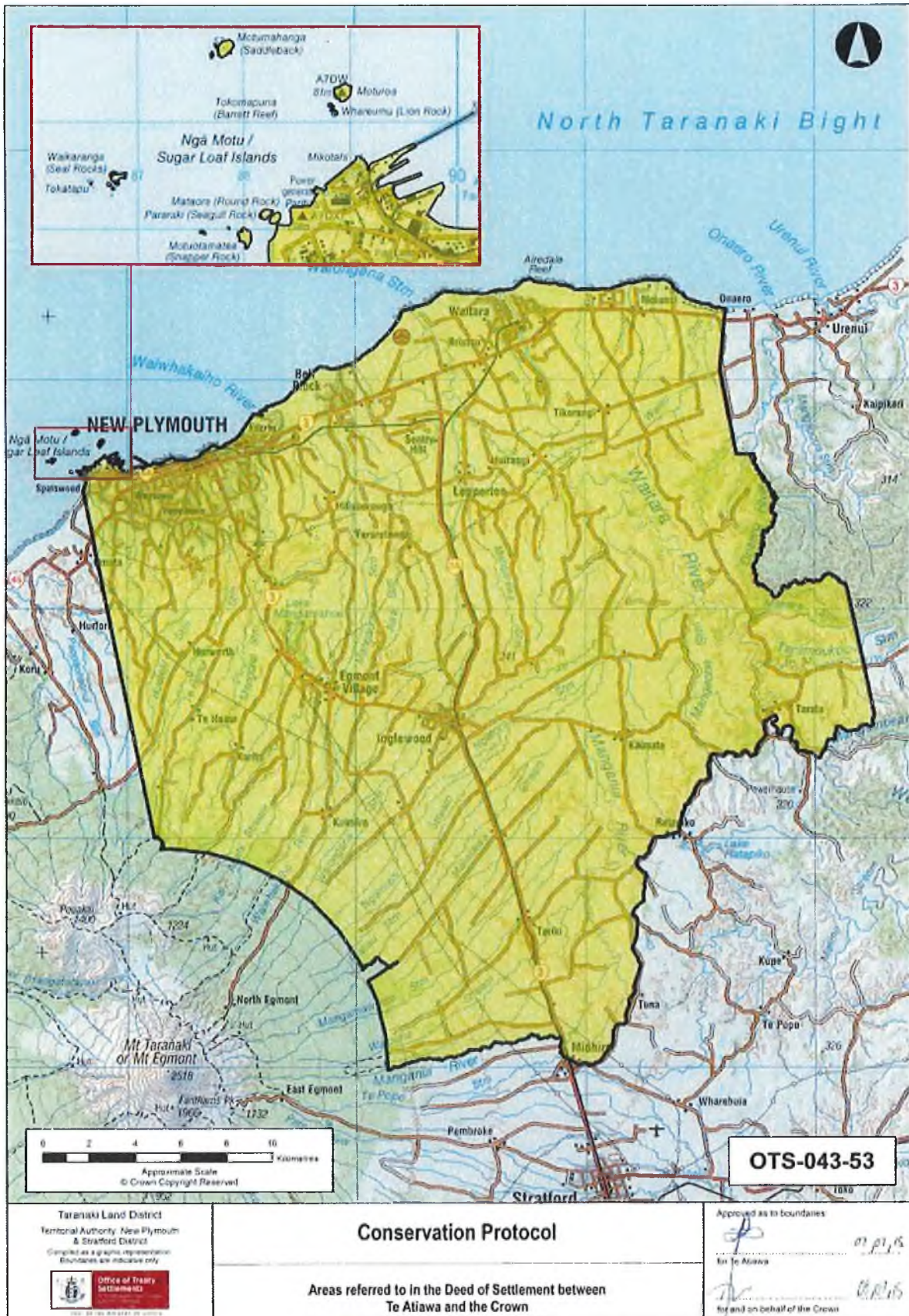
APPENDIX 3

MATAORA (ROUND ROCK), MOTUOTAMATEA (SNAPPER ROCK), AND PARARAKI (SEAGULL ROCK) (OTS-043-03);
 MOTUMAHANGA (SADDLEBACK), MOTUROA, WAIKARANGA (SEAL ROCKS), AND
 WHAREUMU (LION ROCK) (OTS-043-03);
 KORUANGA / MOTUKUKU AND TOKATAPU (OTS-043-03)





APPENDIX 4
CONSERVATION PROTOCOL AREA



Taranaki Land District
Territorial Authority: New Plymouth
& Stratford District
Compiled as a graphic representation
Boundaries are indicative only



Conservation Protocol

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

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

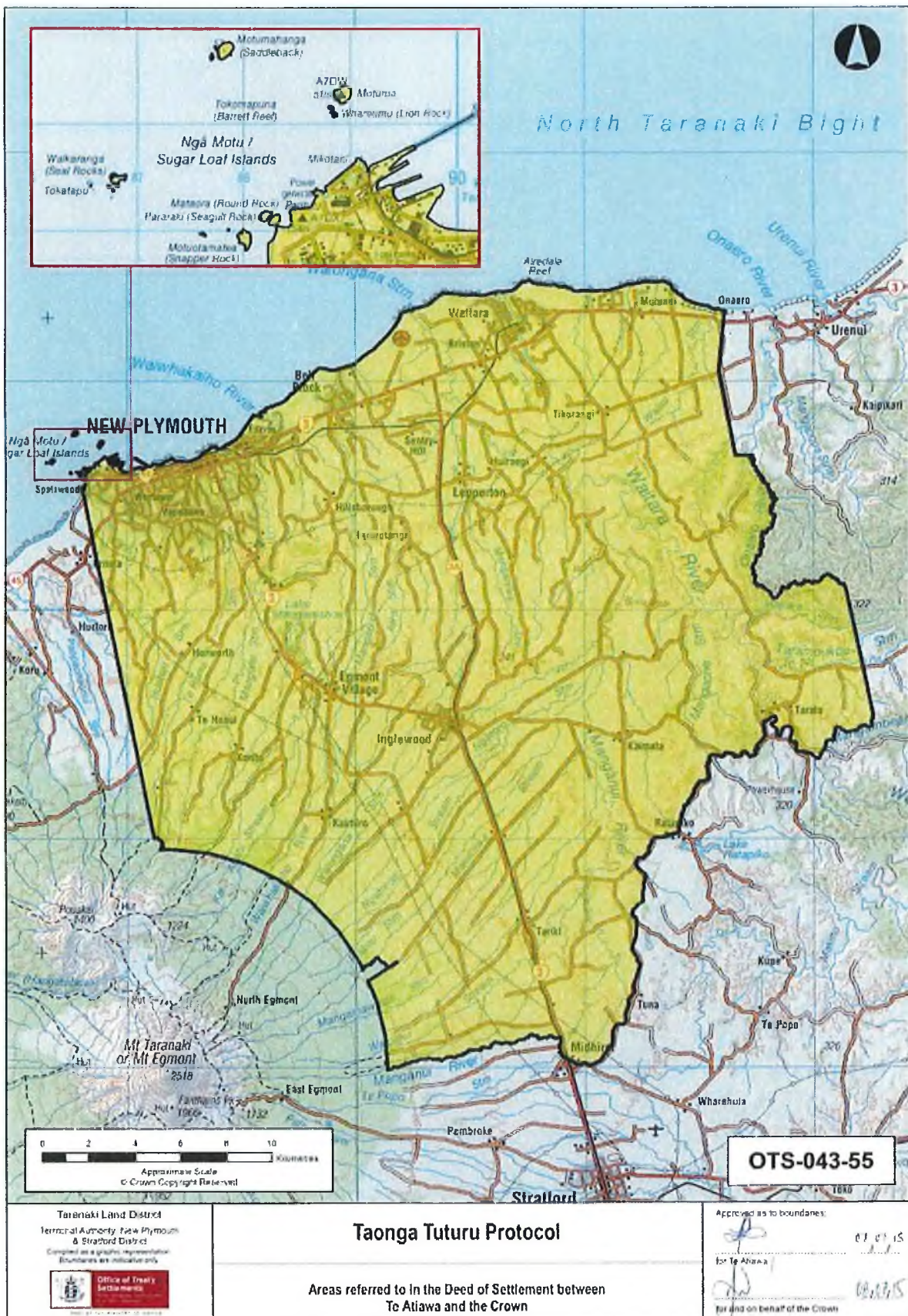
[Signatures]

APPENDIX 5
FISHERIES PROTOCOL AREA



17 *PNB*

APPENDIX 6
TAONGA TŪTURU PROTOCOL AREA



Taranaki Land District
Territorial Authority: New Plymouth
& Stratford District
Compiled as a graphic representation
Boundaries are indicative only



Taonga Tuturu Protocol

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

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

01/01/15
08/02/15

Handwritten signature/initials