

**THE TRUSTEES OF
TE KAWERAU IWI SETTLEMENT TRUST**

and

THE CROWN

**DEED RELATING TO
TE KAWERAU Ā MAKI
DEED OF SETTLEMENT**

THIS DEED is made on the 24th day of October 2019

BETWEEN THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST
AND THE CROWN

BACKGROUND

- A. Te Kawerau ā Maki, the trustees of Te Kawerau Iwi Settlement Trust and the Crown are parties to a deed of settlement of historical claims dated 22 February 2014 (**deed of settlement**).
- B. The trustees of Te Kawerau Iwi Settlement Trust and the Crown wish to enter this deed to formally record certain matters relating to the deed of settlement, in accordance with paragraph 5.1 of the general matters schedule of the deed of settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1. This deed takes effect when it is signed by the parties.

AMENDMENT TO THE DEED OF SETTLEMENT

- 2. The deed of settlement:
 - 2.1 is amended by making the amendment set out in the schedule to this deed; but
 - 2.2 remains unchanged except to the extent provided by this deed.

PROVISIONS RELATING TO THE PAREMOREMO HOUSING BLOCK

- 3.1 The Crown must, within 10 business days of the event set out in clause 3.2 occurring, pay the amount of \$500,000 plus GST (if any) to the trustees of Te Kawerau Iwi Settlement Trust.
- 3.2 The event referred to in clause 3.1 is the Crown giving notice under paragraph 7.2.2 of the property redress schedule of the NWOK deed of settlement (as inserted by the NWOK deed to amend) that part 7 of that schedule no longer applies.
- 3.3 Clauses 3.1 and 3.2, and the amendments to the NWOK deed of settlement effected by the NWOK deed to amend, resolves and settles all issues in relation to the Crown's failure to provide notice in relation to the Paremoremo Housing Block at the required time in 2013 in accordance with the deed of settlement.
- 3.4 The parties record that part 6 of the property redress schedule to the deed of settlement continues to apply as if the NWOK deed of settlement had always included the amendments made by the NWOK deed to amend.

DEFINITIONS AND INTERPRETATION

4. Unless the context otherwise requires:
 - 4.1 **deed of settlement** means the deed of settlement referred to in Background B;
 - 4.2 **parties** means the trustees of Te Kawerau Iwi Settlement Trust and the Crown;
 - 4.3 **NWOK deed to amend** means the deed to amend entered into between the trustees of the NWOK Development Trust and the Crown on the same date as this deed;
 - 4.4 terms or expressions defined in the deed of settlement have the same meanings in this deed; and
 - 4.5 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

COUNTERPARTS

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

SIGNED as a deed on the 24th day of October 2019

SIGNED for and on behalf of)
THE CROWN by the Minister for)
Māori Crown Relations: Te Arawhiti,)



Honourable Kelvin Glen Davis

in the presence of:



Signature of Witness

Genevieve Wilson

Witness Name

Private Secretary

Occupation

115a Hataitai Road, Wellington

Address

SIGNED by the trustees of
TE KAWERAU IWI SETTLEMENT
TRUST

SIGNED by Te Warena Taua
as trustee, in the presence of:



Te Warena Taua



Signature of Witness

Ritesh Prasad

Witness Name

Financial Accountant

Occupation

Ha Leven Lane, Totara Heights, Auckland

Address

SIGNED by Hori Winikerei Taua



as trustee, in the presence of:

Hori Winikerei Taua



Signature of Witness

Ritesh Prasad

Witness Name

Financial Accountant

Occupation

4a Leven Lane, Totara Heights, Auckland

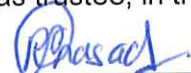
Address

SIGNED by Miriama Tamaariki



as trustee, in the presence of:

Miriama Tamaariki



Signature of Witness

Ritesh Prasad

Witness Name

Financial Accountant

Occupation

4a Leven Lane, Totara Heights, Auckland


Address

SIGNED by Ngarama Walker



as trustee, in the presence of:

Ngarama Walker



Signature of Witness

Ritesh Prasad

Witness Name

Financial Accountant

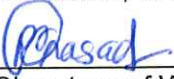
Occupation

4a Leven Lane, Totara Heights, Auckland

Address

SIGNED by Gregory Wetere
as trustee, in the presence of:


Gregory Wetere



Signature of Witness

Ritesh Prasad

Witness Name

Financial Accountant

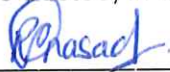
Occupation

4a Leven Lane, Totara Heights, Auckland

Address

SIGNED by Robin Taua-Gordon
as trustee, in the presence of:


Robin Taua-Gordon



Signature of Witness

Ritesh Prasad

Witness Name

Financial Accountant

Occupation

4a Leven Lane, Totara Heights, Auckland

Address

SCHEDULE

AMENDMENT TO THE DEED OF SETTLEMENT

Part or paragraph of schedule to the deed of settlement	Amendment
Part 5, property redress schedule	In the description of the Paremoremo Housing Block, "Balance computer freehold register 5247" is replaced with "All record of title 663963".